



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Request for Proposal (RFP) for Management and Operations Services for City of Lodi Transit

MEETING DATE: May 1, 1996

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council direct the City Manager to advertise and otherwise disseminate the RFP for management and operations services for Lodi's transit service and set the date of June 14, 1996 at 4 p.m. as the time to open proposals.

BACKGROUND INFORMATION: The City Council has directed staff to prepare an RFP for the management and operation of the City's transit services. The City entered into an agreement with James Brown and Associates to assist in the preparation of the RFP. We are satisfied the proposal before Council tonight will provide us with a number of vendors who can successfully continue the operation of GrapeLine and Dial-a-Ride.

This proposal was developed with the goal in mind of determining the most cost-effective manner of providing these services. A base proposal was established which covers all the costs of drivers, dispatchers, fuel, record keeping and other like administrative functions. Six bid alternatives are also proposed which include equipment maintenance, vehicle garaging, dispatch and administrative offices, insurance, radio maintenance, and maintenance of shelters and benches. These alternative bid items can then be added to the base proposal in any combination the City chooses.

With this information, we can "build" a package to provide management and operations services which are in the City's best interest. The RFP includes a time frame for submitting proposals. The specific dates which the Council should be aware of are:

May 15, 1996	Pre-proposal Conference (pre-bid)
June 14, 1996	Open Proposals
August 7, 1996	Decision on Vendor or City Operation by City Council

Council is respectfully requested to approve the RFP and direct the City Manager to advertise and otherwise disseminate the proposal.

FUNDING: None at this time.

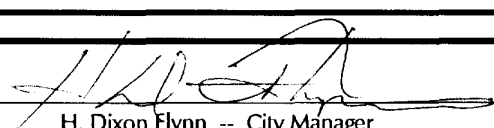

Jack L. Ronsko
Public Works Director

Prepared by Jerry L. Glenn, Assistant City Manager

JLR/JLG/lm

Attachment

APPROVED:


H. Dixon Flynn -- City Manager

NOTICE OF REQUEST FOR PROPOSALS
for Management and Operation of
Fixed Route and Dial-a-Ride Transportation Services
for the
City of Lodi

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received in the office of the City of Lodi, until 4:00 p.m. on Friday June 14, 1996 for:

Fixed Route and Dial-a-Ride Transportation management and operation services, together with incidental and appurtenant equipment, facilities and services necessary thereto, and in accordance with the provision and specifications there, as contained in the Request for Proposals dated May 1, 1996 together with any Addenda, which are on file in the office of the:

City of Lodi
Department of Public Works
305 W. Pine Street
Lodi, California 95241-1910

Copies of the above mentioned specifications and required proposal forms may be obtained by interested parties by contacting:

Jerry L. Glenn
Assistant City Manager

at the address above, or by telephone at (209) 333-6800 (607).

The City of Lodi reserves the right to reject or accept any or all proposals or to provide for all or part of the work to be done by the City of Lodi itself. Proposals or portions thereof received after the time and date specified above will not be accepted. The selection will be based on the responsiveness, price, and financial responsibility of the Proposers and the quality of the service proposed to be provided.

Proposals shall be in writing and shall comply with the specific format and order as indicated in this Request for Proposal. Each proposal must include the Forms provided by the City of Lodi in the Request for Proposal dated May 1, 1996, or as may be amended by Addenda. Responses shall be specific, complete, and to the point. Incomplete proposals may result in a rejection of the proposal. Proposals may be used as part of the final contract documentation and thus may be binding on the Contractor.

In providing the Public transportation services under this contract, the CONTRACTOR agrees to comply with and observe all provisions of the California Vehicle Code, Administrative Code, and all other applicable laws, rules and regulations laws prescribed by the State of California, State and Federal Department of Transportation, and any other governmental agency and the City of Lodi, relating to the provision of public transportation services.

Please see the complete Request for Proposal for specific communication, comment and protest procedures.

May 2, 1996

Jerry L. Glenn
Assistant City Manager

RE: Request for Proposals: Management and Operation of City of Lodi
Fixed Route (GRAPELINE) and Dial-a-Ride (DAR)
Transportation Services

To Prospective Proposers:

The City of Lodi, hereinafter referred to as "LODI" is seeking a qualified organization or firm to provide the day-to-day operation and management of the LODI's GRAPELINE and DAR transportation systems. The management and operations contract including start-up will cover approximately a 33-month period from Oct. 1, 1996 through June 30, 1999., with the option of up to three additional one-year renewals. The DAR service includes both demand-responsive and subscription service components.

LODI is circulating this Request for Proposals (RFP) in response to the goal of providing improved transportation services for their customers at a lower cost. It is believed that by providing these contract services a coordinated manner that there can be a significant savings in overhead and some operating costs. Through this RFP LODI is seeking several alternatives or options which will assist LODI to assess the optimal organization structure for this project.

LODI desires to use the proposal process to determine several possible areas of responsibility for LODI and the successful CONTRACTOR. These are described as Alternatives in the attached RFP. Proposers are encouraged to submit technical and cost proposals on all of these Alternatives; however, it is not necessary to make proposals on all Alternatives to be responsive to the RFP.

LODI also requests prospective respondents to utilize the "Question and Comment" period to contribute to the continuing refinement of LODI's transit services. Questions and comments relating to the proposal process and service specification may be raised at the Proposer's Conference on May 1, 1996. Written questions should be received by LODI by Monday, April 29, 1996 so that all attendees can receive a copy of any questions and comments. Please refer to pages II-4 of this RFP for a complete schedule of the process.

If you wish to respond, please carefully review all of the attached material and submit a signed original and five copies of the proposal and all required forms, together with one coversheet/receipt for any RFP addenda. This material must be sent in seal envelopes marked "CITY OF LODI FIXED ROUTE AND DIAL-A-RIDE TRANSPORTATION PROPOSAL" with the name of your organization or firm clearly indicated. Proposals must be received no later than 4:00 p.m. on Friday June 14, 1996.

Thank you for your interest.

Sincerely,

Jerry L. Glenn
Assistant City Manager

CITY COUNCIL

DAVID P. WARNER, Mayor
PHILLIP A. PENNINO
Mayor Pro Tempore
RAY G. DAVENPORT
STEPHEN J. MANN
JACK A. SIEGLOCK

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6842

H. DIXON FLYNN
City Manager
JENNIFER M. PERRIN
City Clerk
RANDALL A. HAYS
City Attorney

April 23, 1996

James Brown and Associates
Attn: Jim Brown
2163 Cottage Way
Sacramento, CA 95825

SUBJECT: Approve Request for Proposal (RFP) for Management and Operations
Services for City of Lodi Transit

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, May 1, 1996, at 7 p.m. This item was rescheduled from the meeting of April 17, 1996. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to the City Clerk at 305 West Pine Street.

If you wish to address the Council at the Council meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Jerry Glenn at (209) 333-6800, extension 607.



Jack L. Ronsko
Public Works Director

JLR/lm

Enclosure

cc: City Clerk

REQUEST FOR PROPOSAL

for the management and operation of

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

requested by:

CITY OF LODI

May 1, 1996

CITY OF LODI TRANSIT SYSTEM
FIXED ROUTE AND DIAL-A-RIDE TRANSPORTATION SERVICES
REQUEST FOR PROPOSALS

TABLE OF CONTENTS

	<u>Page</u>
Cover letter	
Notice Inviting Proposals	
I. INTRODUCTION/BACKGROUND/SUMMARY	White Sheets
A. Service Area	I-1
B. History	I-2
C. Present Lodi Service	I-2
D. Other Lodi Area Transportation	I-3
E. Base Proposal	I-3
F. Alternatives	I-5
G. Preference to Present Employees	I-6
II. PROCUREMENT PROCESS AND SCHEDULE	Pink Sheets
A. Proposal Format and Required Information	II-1
B. Project Schedule	II-4
C. Questions and Comments Regarding RFP	II-5
D. Protests	II-6
E. RFP Addenda	II-6
F. Selection Process	II-6
G. Award	II-7
H. Verbal Agreement or Conversation	II-7

I.	Funding Considerations	II-7
J.	Pre-contractual Expenses	II-8
K.	Exceptions and Alternatives	II-8
L.	Options, Changes, or Termination	II-8
M.	Non-Exclusivity of Contract	II-9
N.	Non-collusion Affidavit	II-9
O.	Ownership of Proposal Materials	II-10
P.	Bid Security	II-10
Q.	Equal Opportunity Status Report	II-10
R.	Federal Transit Administration Required Certifications and Contract Requirements	II-10
S.	Lodi Disadvantaged Business Enterprise Goals	II-11
III.	SCOPE OF WORK	Green Sheets
A.	Base Service Responsibility of Contractor	
1.	Management	III-3
2.	Personnel, Replacement, Liaison	III-4
3.	Driver Training	III-5
4.	Marketing and Promotion	III-7
5.	Reporting and Record Keeping	III-8
6.	Safety and Security	III-10
7.	Telephone Information Service	III-11
8.	Farebox Revenue	III-12
9.	Licenses	III-12
10.	Uniforms	III-12
11.	Drug and Alcohol Testing Compliance	III-13
12.	CalTip Safety Audit	III-13
13.	Fuel	III-13
14.	Equipment Maintenance	III-13
15.	Insurance	III-14

B. Responsibilities of the City of Lodi

- | | | |
|----|---|--------|
| 1. | System Planning and Administration | III-15 |
| 2. | Promotion, Marketing and Customer Service | III-16 |
| 3. | Radio Frequency and Equipment | III-16 |

C. Alternatives

- | | | |
|----|--|--------|
| 1. | Equipment Maintenance | III-17 |
| 2. | Garaging Facility | III-21 |
| 3. | Radio Maintenance | III-22 |
| 4. | Vehicle Insurance | III-22 |
| 5. | Administrative and Dispatch Facilities | III-22 |
| 6. | Maintenance of bus stops and shelters | III-23 |

D. System Operation

- | | | |
|----|--|--------|
| 1. | Notification of Service Change | III-23 |
| 2. | Facilities and Equipment | III-25 |
| 3. | Accident Procedures | III-26 |
| 4. | Employee Work Rules | III-27 |
| 5. | Lodi Transit Services Policies and Standards | III-29 |

EXHIBIT 1--INVENTORY OF EQUIPMENT PROVIDED
BY THE CITY OF LODI

EXHIBIT 2--PERFORMANCE BASED PENALTY PROGRAM

IV REQUIRED PROPOSAL FORMS Yellow Sheets

- | | | |
|----|---|-------|
| A. | Proposal Questionnaire | IV-1 |
| B. | Staffing | IV-10 |
| C. | Budget Proposal Forms | IV-11 |
| D. | Statement of Principals | IV-21 |
| E. | Designated Subcontractors | IV-22 |
| F. | Proposal Checklist | IV-23 |
| | Required Certifications and Contract Provisions | IV-23 |

V. TRANSIT SERVICE AGREEMENT Blue Sheets

City of Lodi

FIXED ROUTE AND DIAL-A-RIDE TRANSIT SERVICES

REQUEST FOR PROPOSALS
for
MANAGEMENT AND OPERATIONS SERVICES

Section I.

INTRODUCTION, BACKGROUND, and SUMMARY OF SERVICE

The City of Lodi (hereafter also referred to as "LODI"), is seeking proposals from qualified proposers for management and operation of a public fixed route and paratransit dial-a-ride services.

The schedule for implementation and start-up of the service is shown on pages II-4 of this Request For Proposal (RFP). LODI's objective is to have this service contract in operation starting as close to October 1, 1996 as practicable.

A) SERVICE AREA

LODI which constitutes the basic service area is an urbanized area located in the San Joaquin Valley in the central portion of the State of California. The primary industries are agriculture, food processing some light industry and services.

The City provides public transit services within its boundaries and limited adjacent areas in Northern San Joaquin County. The GRAPELINE, a fixed route transit service, operates within the Lodi City limits. The Dial-a-Ride service area consists of the Lodi City limits, plus the unincorporated areas of Woodbridge, the Arbor Mobile Home Park in Acampo, and the Freeway Mobile Home Park located south of the city limits. Service to these unincorporated areas is provided under a contractual arrangement between LODI and San Joaquin County. The total service area is approximately 18.5 square miles. A map of the service area is included in Attachment I.

B. HISTORY

LODI's transit program began in January 1978 through a contract with the local taxi company. The system was designed to meet the needs of seniors, disabled and economically disadvantaged persons who were unable to travel by car. LODI took over the dial-a-ride program in September 1992 and has operated the Dial-a-Ride program since that date with city contract employees. LODI added its fixed route service in November 1994 in response to community interest.

The current population of the Lodi urbanized area is approximately 60,000 persons residing within the 18.5 square miles of the service area.

C) PRESENT LODI SERVICE

LODI GRAPELINE FIXED ROUTE TRANSIT SERVICE

LODI's Grapeline Fixed Route Transit Service began operating on November 25, 1994. The system is made up of four routes operating on one-half hour headways using a "pulse" design centered on the downtown transfer point. There are opportunities to transfer to the SMART intercity service at this downtown transfer center.

The Grapeline operates Monday through Friday between the hours of 6:30 a.m. and 6:30 p.m. and on Saturday between the hours of 8:00 a.m. and 6:00 p.m. It is anticipated the Grapeline will operate approximately 14,320 vehicle service hours and approximately 200,000 service miles per year.

LODI DIAL-A-RIDE SERVICE

Dial-a-Ride services are available to any person in the service area. The dial-a-ride service is available Monday through Friday between the hours of 6:30 a.m. through 7:00P.M.; on Saturdays from 7:30 a.m. to 6:30 p.m. and, between 12:00 noon to 5:00 p.m. on Sundays.

Dial-a-Ride services operates on a demand response scheduling basis so that the passenger can receive service on the same day requested, generally within forty-five minutes of their request for service. At the passenger's option, an advanced reservation for service may be requested. It is

LODI's intent that there be no denials or "turndowns" of passenger requests for service although some desired pickup times may be adjusted.

This service will operate an estimated total of 17,200 vehicle service hours and 200,000 service miles annually.

D) OTHER LODI AREA TRANSPORTATION

LODI is also served by a number of other local and regional public transit providers.

SMART

SMART is the county/regional transit operator in San Joaquin County. SMART operates two routes that service LODI on a daily basis.

San Joaquin County Transit System

LODI is also served by the San Joaquin County Transit System which provides demand responsive transit service to seniors, disabled and low income persons between LODI and other parts of San Joaquin County.

Greyhound

Greyhound provides service to LODI with three northbound and three southbound trips each day.

Local Taxi Companies

LODI is served by one local taxi company which offers service 24 hours a day, seven days a week.

E) BASE PROPOSAL

LODI is interested in suggestions from prospective proposers to help further define and refine the current combined fixed route and dial-a-ride transportation service design. Proposers are requested to utilize the "Question and Comment" period for this purpose. Suggestions regarding refinements of service alternatives

and options, incentive or penalty provisions, proposed service standards and other aspects of this RFP are invited.

All questions and comments must be received by LODI not later than the Proposers' Conference scheduled for 10:00 A.M. on Wednesday, May 15, 1996 in the City of Lodi Council Chamber, Carnegie Forum, 305 W. Pine St. Lodi, California. Further detail is provided in Section II-C of this RFP. Responses to questions will be mailed to known recipients of this RFP no later than Wednesday, May 22, 1996.

LODI is seeking proposals for the management and operation of LODI's fixed route and dial-a-ride services. The base proposal covers basic services with alternative additions focusing on the provision of vehicle maintenance, garaging, dispatch and administrative facilities, insurance and radio maintenance. LODI also seeks a proposal for the maintenance of LODI bus stops and shelters.

Under the base proposal LODI will provide the transit vehicles, system planning and marketing services, radio frequency, base station and mobile radios for each of the vehicles.

Unless modified by Alternative Additives described below, the base proposal shall at a minimum require the CONTRACTOR to be responsible for:

- * day to day management of the system;
- * All drivers, dispatchers, supervision, and related personnel for the service;
- * Driver Training;
- * Certification of user eligibility;
- * Record keeping and reporting;
- * Fuel;
- * Safety;
- * Information;
- * Farebox Revenue
- * Licenses
- * Drug Testing Compliance

A more detailed definition of each task will be included in Section III of this RFP.

F) ALTERNATIVES

In addition each Proposer is requested to give a cost estimate to cover the following functions:

ADDITIVE ALTERNATE I

Under Alternative I the Proposer will provide all vehicle maintenance including maintenance facilities, lubricants, parts and labor.

ADDITIVE ALTERNATE II

Under Alternative II the Proposer will provide a secured storage facility for all vehicles including necessary parking facilities for the drivers.

ADDITIVE ALTERNATIVE III

Under Alternative III the Proposer will provide for the maintenance of all the radio equipment using a licensed radio equipment maintenance firm.

ADDITIVE ALTERNATIVE IV

Under Alternative IV, the Proposer will provide liability and physical damage insurance in the amount of \$10,000,000 and collision insurance up to the replacement cost of the vehicles.

ADDITIVE ALTERNATIVE V

Under Alternative V, Proposer will provide administrative and dispatch facilities to be located within the Service Area.

ADDITIVE ALTERNATIVE VI

Under Alternative VI, Proposer will provide maintenance for the bus stops and shelters for LODI's fixed route system.

Directions and formats for Cost Proposals for the base cost and each of the various alternatives are included in the REQUIRED PROPOSAL FORMS (Section IV-D of this RFP). One full set of forms (Fixed Costs and Variable Costs) is required to be submitted for each of the proposed Alternatives. Both price and quality of service will be considered in the selection of LODI's CONTRACTOR.

G) PREFERENCE TO PRESENT EMPLOYEES

It is LODI's expectation that contractor will give preference to employees who are currently providing this service as long as the employees meet the hiring qualifications of CONTRACTOR.

The City of Lodi has defined a "minimum benefit program" that all bidders will be required to provide their employees:

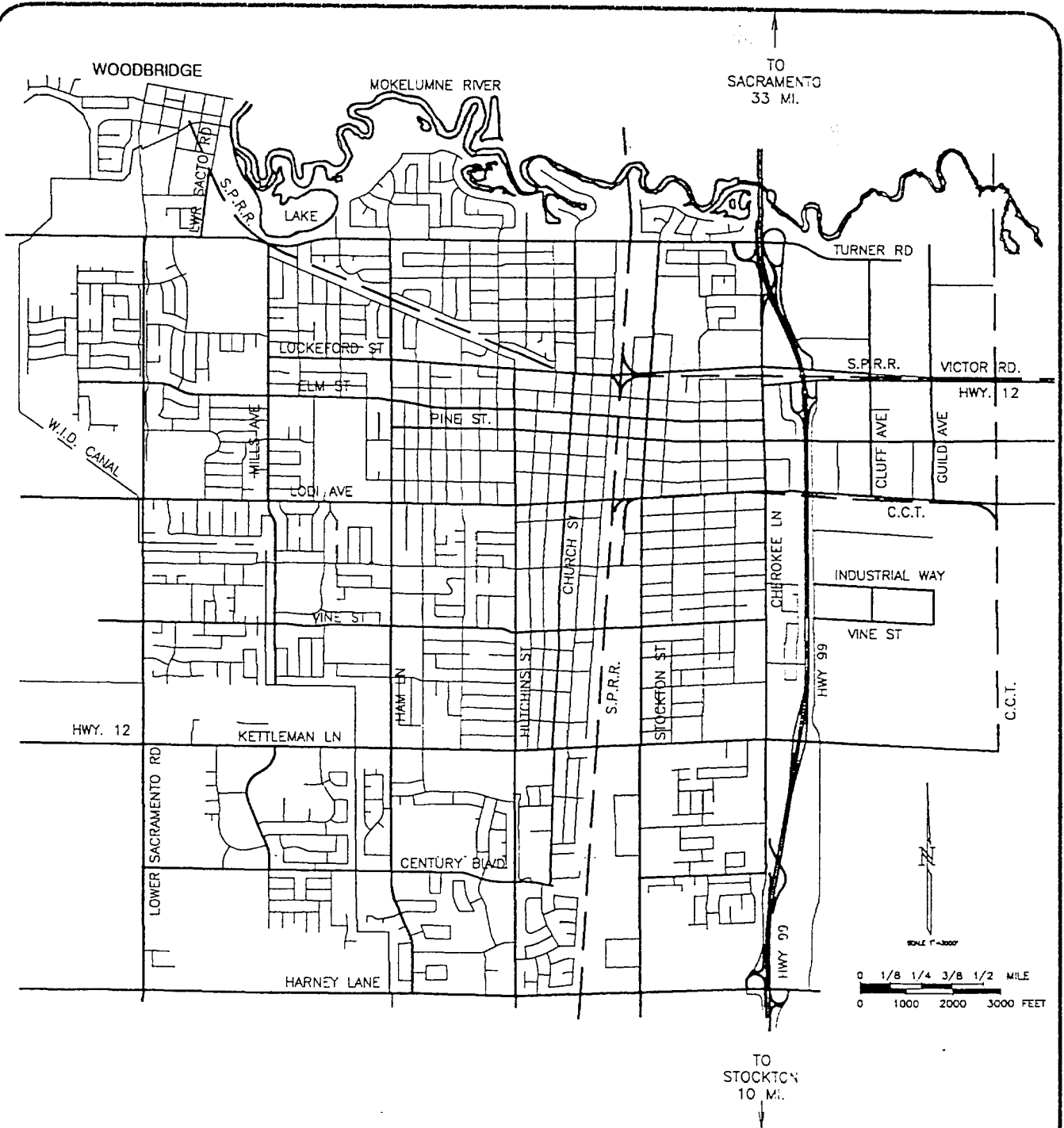
The minimum salary for employees now employed who have successfully completed all training and are working as drivers is \$7.50 per hour. The City provides medical, and vision coverage for each employee and allows employees to purchase insurance for their qualified dependents. Full time employees accrue vacation and sick leave at the rate of eighty (80) hours per year. Present full time employees are enrolled in the Public Employees Retirement System and part time employees are covered by Social Security.

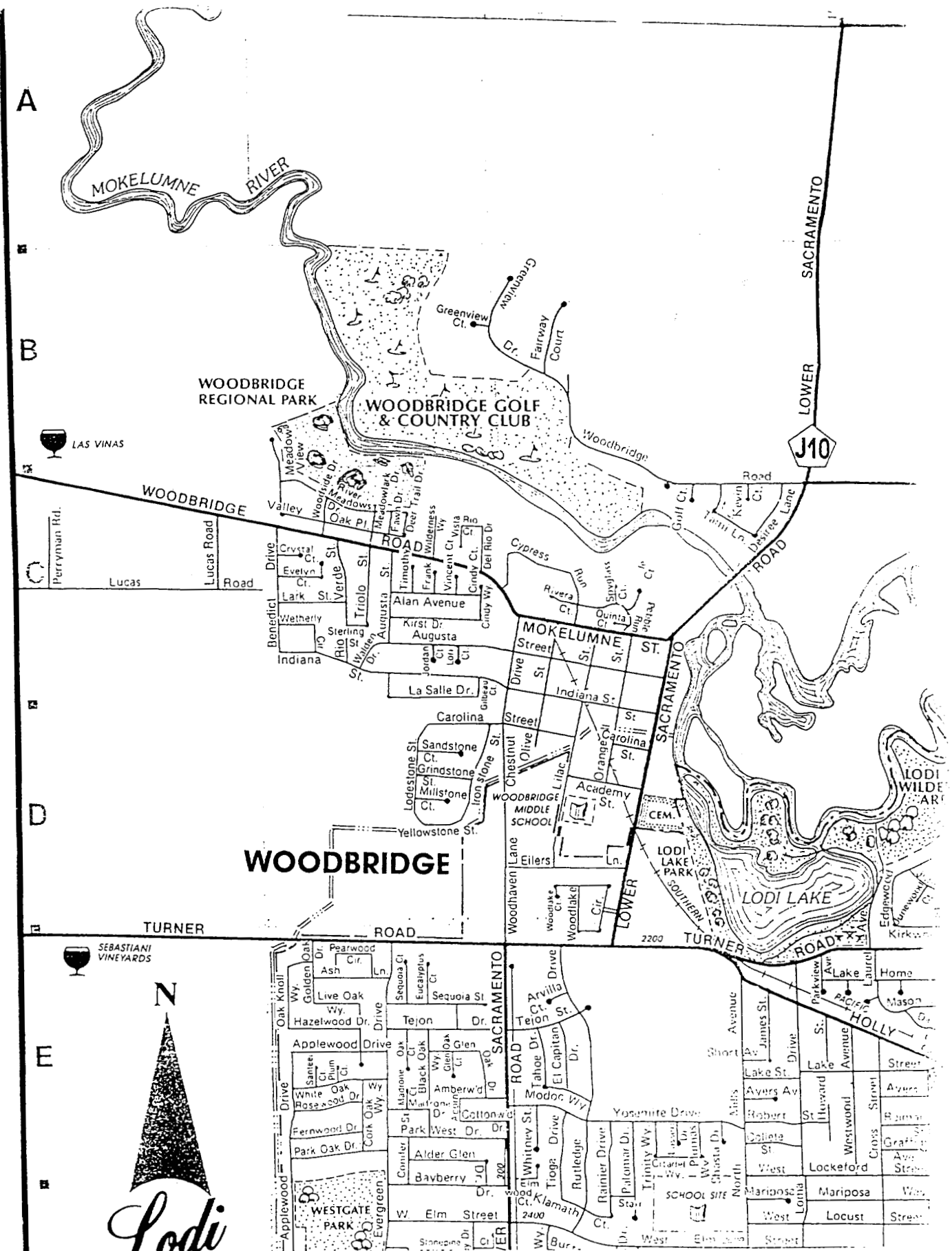


CITY OF LODI

PUBLIC WORKS DEPARTMENT

VICINITY MAP





Section II.

PROCUREMENT PROCESS AND SCHEDULE

A) PROPOSAL FORMAT AND REQUIRED INFORMATION

Proposals should be typed and as brief as possible and should not include promotional material, unless provided as an exhibit to more thoroughly answer the questions posed in the required Proposal Forms.

Proposals must be received at the City of Lodi, Office of the City Manager, no later than 4:00 P.M., June 14, 1996. Proposals must be delivered to:

Jerry L. Glenn
Assistant City Manager
City of Lodi
Department of Public Works
221 West Pine Street
P.O. Box 3006
Lodi, California 95241-1910

If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at Proposer's own risk. LODI will not be liable or responsible for any late delivery of proposals. Proposals or parts of proposals received after the date and time specified will not be considered and will be returned to the proposer unopened. No "FAX" copies of proposals will be accepted.

Each proposing firm must submit one original and five copies of their Proposal, in sealed envelope(s) marked:

"CITY OF LODI
FIXED ROUTE AND DIAL-A-RIDE TRANSPORTATION PROPOSAL"

Firm Name of Proposer

Each proposal, to be considered responsive, must include, at a minimum, the fully completed, signed and dated REQUIRED PROPOSAL FORMS from Section IV of this RFP as follows:

- A) PROPOSAL QUESTIONNAIRES, with all ATTACHMENTS;
- B) STAFFING
- C) BUDGET PROPOSALS
- D) STATEMENT OF PRINCIPALS
- E) Other Proposal Information, including proposals on Service-level alternatives and options; and Certifications required by the Federal Transit Administration.

Additionally, proposals must be accompanied by a signed cover sheet of any RFP ADDENDA issued. A checklist of these requirements is included in Section IV.

Any proposal which indicates a conflict of interest (a "yes" answer to Question # 1 of the PROPOSAL QUESTIONNAIRE) will be considered non-responsive and will be rejected.

As a method of providing LODI security that the CONTRACTOR shall perform the services requested to the level and standards outlined in this RFP, LODI is requesting a performance bond in the amount of 100% of the proposed first year annual contract cost. Proposers may suggest alternative surety mechanisms, for LODI's consideration, within the Question and Comment process (see Section II-C of this RFP).

If the proposal consists of a "prime" contractor and one or more subcontractors, the proposer shall identify the subcontractors in the areas of their responsibility; but LODI will enter into an agreement only with the prime contractor who shall be responsible for all services required by the attached Agreement. Each proposer is required to complete the form entitled "Designation of Subcontractors" which is provided in this RFP. LODI reserves the right to require information regarding the responsibility of the bidders proposed subcontractors, and to disallow participation by any subcontractor who cannot provide recent proof of responsibility on previous contracts within the past three (3) years.

By submitting a proposal, the proposer certifies that Proposer's name as well as the name of proposed subcontractor(s) does not appear on the Comptroller General's list of ineligible contractors for federally-assisted projects.

The proposals shall be opened at a formal opening, at which time the proposals will become public and available for public inspection. All proposals, addenda, and enclosures submitted by the proposers shall become the property of LODI and shall become public record.

Any proposal submitted prior to the deadline may be withdrawn prior to the date and time set for opening thereof. Proposals may be withdrawn by telegram, by letter, or in person by a proposer or an authorized representative possessing proper identification and written proof of their authority to act on behalf of the proposer. If withdrawn in person by a proposer or a representative of the proposer, the person withdrawing the proposal will be required to sign a receipt for the proposal.

B) PROJECT SCHEDULE

<u>Activity/Event</u>	<u>Date</u>
1) LODI Approves RFP	May 1, 1996 Wednesday
2) Pre-Proposal Conference (LODI City Council Chambers)	May 15, 1996 10:00 A.M. Wednesday
3) Deadline for submitting questions in writing regarding the process, specifications and RFP	May 17, 1996 Friday
4) LODI response to questions mailed to known recipients of RFP	May 22, 1996 Wednesday
5) Deadline for submitting Protests to LODI regarding process or specifications	May 31, 1996 12:00 Noon Friday
6) LODI response to any protests mailed to protesters(s)	June 4, 1996 Tuesday
7) Proposals Due; public proposal opening	June 14, 1996 4:00 P.M. Friday
8) Review and Evaluation Period	June 17-July 19, 1996
9) Tentative Date for Interviews, if needed	July 10,11,or 12 1996 Wednesday - Friday
10) Award/Selection by LODI	Aug. 4, 1996
11) CONTRACTOR starts revenue service	On or about Oct. 1, 1996

NOTE: Dates, including start-up date, are subject to change at the sole discretion of the City of Lodi.

C) QUESTIONS AND COMMENTS REGARDING RFP

A Pre-Proposal Conference will be held at 10:00 a.m. on Wednesday, May 15, 1996 in the Council Chamber of the City of Lodi, 305 W. Pine St. Lodi, California. All interested potential proposers are encouraged to attend.

LODI strongly encourages prospective proposers to consider innovative and cost-effective means to provide fixed route and dial-a-ride services. The "Question and Comment" process is viewed by LODI as an important element in the design and development of the transit system, and proposers are seen as active and constructive participants in this process. Questions which seek to clarify the meaning of sections of the RFP or of procedures are welcome.

In particular, comments or suggestions regarding the proposed service standards, incentive or penalty provisions, and refinements of the service options are invited.

In addition, or as an alternative, to the preproposal conference, questions may be submitted in writing (FAX is acceptable), prior to 5:00 p.m. on Friday May 17, 1996 to:

Jerry L. Glenn
Assistant City Manager
City of Lodi
Department of Public Works
221 West Pine Street
P.O. Box 3006
Lodi, California 95241-1910
FAX # (916) 333-6807

No changes to the RFP will be made verbally. A response to the questions will provide answers to clarify the meaning of sections of the RFP or to clarify procedures. The response will be mailed to all known recipients of the RFP by May 22, 1996, as an addendum to this RFP. Addenda will be mailed to proposers at the address they supply. The cover-sheet to this, and any other,

addenda must be signed and returned as part of the proposal package.

D) PROTESTS

Any prospective proposer/contractor wishing to protest any aspect of the process or specifications for this Request for Proposals process must do so in writing to Jerry L. Glenn, Assistant City Manager, City of Lodi.

Any protests must be received by 12:00 Noon, on Friday May 31, 1996. Any protest must be specific and must include proposed relief of the issue(s) raised. All protests will be reviewed by LODI staff for issuance of an RFP addendum or rejection of the protest. The decision of LODI is final. A response to any protest(s) will be sent to the protesting party(ies) not later than May 13, 1996.

E) RFP ADDENDA

Any changes to the RFP requirements will be made by addendum. All addenda will include a Cover sheet/Acknowledgment which must be returned by being signed and attached to the Required Proposal Forms. Failure to attach any addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

All addenda will be mailed to each prospective proposer on the List of RFP Recipients (see Attachment) and will also be provided along with the original RFP when requested by a proposer not on the existing list. The proposer shall be responsible for utilizing the Question and Comment process and the protest process to resolve any concerns or questions resulting from the RFP and any addenda issued. All addenda shall become part of the contract documents and all proposers shall be bound by such addenda, whether or not received by the proposer.

F) SELECTION PROCESS

LODI will award the contract to the proposer whose proposal is deemed to be in the best interest of LODI. Factors to be considered will include, but not be limited to, responsiveness, price, financial responsibility of the proposer(s), quality of the

Section III.

SCOPE OF WORK

This section describes the services to be performed by the CONTRACTOR and LODI, respectively, in providing fixed route and dial-a-ride services for the City of Lodi Transit System. This work scope describes all of the work to be performed whether by CITY or CONTRACTOR. The determination of who will provide the services, based on the alternatives described in the Summary of Base Service and Service Provision Alternatives (Section III-A & C of this RFP).

The services to be provided under "Base Service" include two types 1) Dial-a-Ride and 2) Fixed Route. Base service will require a total of approximately 31,250 vehicle service hours each year and will require seventeen vehicles which will be provided by LODI.

As used throughout this RFP, the term "Vehicle Service Hour" means:

That time during which a revenue vehicle is available to carry passengers and which includes only those times between the time of the first passenger pick-up and the last passenger drop-off during a period of the vehicle's continuous availability. A vehicle is in revenue service despite a no-show or cancellation, if the vehicle remains available for passenger use. Vehicle service hours include those times during which a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those times when the vehicle is unavailable for service due to a lunch or other break. Vehicle service hours exclude times of "deadhead" travel to the first pick-up and from the last drop-off back to the CONTRACTOR's office or terminal.

1) DIAL-A-RIDE services are to be provided to any person in the service area. The dial-a-ride service is available Monday through Friday between the hours of 6:30 a.m. through 7:00 p.m.; on Saturdays from 7:30 a.m. to 6:30 P.m. and, between 12:00 noon to 5:00 P.M. on Sundays. This service shall be operated on a "demand response" scheduling basis so that the

passenger can receive service on the same day requested, generally within forty-five (45) minutes of their request for service. At the passengers option, an advanced reservation for service may be requested. It is LODI's intent that there be no denials or "turndowns" of passenger requests for service within the established service hours and service area. Unless otherwise specified, the dial-a-ride part of the overall service program will be curb-to-curb for all passengers. The maximum service includes providing assistance to a passenger from the portal of their residence to the actual on-site location of their destination and return. In no case will the driver enter a passenger's residence nor will the driver provide assistance for more than 5 steps.

This service will operate an estimated total of 17,200 vehicle service hours annually.

At a minimum, CONTRACTOR's administrative/dispatch offices are expected to be open during Monday through Friday from 6:00 a.m. through 6:30 p.m. and Saturday from 7:30 a.m. and 6:30 p.m.

(2) Fixed Route services for the general public operate Monday through Fridays, 6:30 a.m. to 6:30 p.m. and on Saturdays from 8:00 a.m. to 6:00 p.m. for an estimated maximum total of 14,320 vehicle service hours annually

No service will be provided on the following holidays:

- * New Year's Day
- * Memorial Day
- * Independence Day
- * Labor Day
- * Thanksgiving Day
- * Christmas

A. BASE SERVICE RESPONSIBILITY OF CONTRACTOR

Unless modified by Alternatives described below, Base Service will, at a minimum, require the CONTRACTOR to be responsible for:

- * day to day management
- * All drivers, dispatchers, supervision, and related personnel for the service;
- * Driver Training;
- * Certification of user eligibility;
- * Information Services
- * Record keeping and reporting;
- * Safety
- * Farebox Revenues
- * Licenses
- * Drug Testing Compliance
- * Fuel

1) Management

CONTRACTOR will manage the day-to-day operation in accordance with the adopted operations plan and good management practices.

Management of day-to-day operations of the system will be vested in a local Operations Manager/Site Supervisor who will be experienced in all aspects of public transit operations. The person serving as Operations Manager shall be approved by LODI. In the event that the Operations Manager must be replaced, such replacement shall be subject to the prior approval of LODI.

LODI intends that the Operations Manager/Site Supervisor shall be on a full-time basis and shall not perform any other duties for contractor, being solely dedicated to management and operation of LODI's transit system operations. This person must be authorized to act throughout the service area on behalf of CONTRACTOR. If site supervision is provided on other than a full-time basis, contractor shall explain in their proposal how they will ensure that all contractual and service obligations of this RFP will be met.

The above individual(s) will be responsible for managing and monitoring all aspects of the system operation, maintenance, repair, supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare collection, personnel, and contract administration. The Operations Manager and CONTRACTOR shall supply LODI a 24-hour emergency telephone number at which Operations Manager or CONTRACTOR can be reached.

Contractor shall also designate a responsible senior executive employee of Contractor who will be available during hours of operation either by phone or in person, to make decisions and/or provide coordination as necessary. This senior executive likewise must be authorized to act throughout the service area on behalf of CONTRACTOR.

CONTRACTOR shall seek out and implement methods of improving system operations, service and cost effectiveness along with improvements to correct deficiencies and substandard performance.

Results will be reported to LODI via the monthly activity report or direct memo along with any corrective actions which have been taken. CONTRACTOR shall review and comment on plans, equipment purchases, operative changes, and related proposals of LODI.

In addition, CONTRACTOR shall certify its operations and workplace as a Drug-Free Workplace and shall participate in an Employee Substance Testing procedure as required by federal and state regulations subject to LODI approval.

2) Personnel, Replacement, and Liaison

The CONTRACTOR shall provide all management, drivers, dispatchers, telephone information operators, road supervision and such other personnel necessary to responsibly operate LODI transit system, including any required on-board security or supervision.

CONTRACTOR will recruit, screen, hire, discipline and train personnel as necessary; conduct monthly safety and other related employee meetings as necessary; and perform liaison activities with LODI and other agencies related to execution of this contract. A copy of employee benefits, work rules, and any applicable union contracts shall be provided to LODI. CONTRACTOR

shall meet and coordinate with LODI on a frequent basis, not less than once a week.

CONTRACTOR shall supervise all drivers to the end that they are courteous to all patrons at all times and respond to patrons' questions regarding use of the transit system or connecting systems accurately.

CONTRACTOR will also attend meetings with user groups or agencies as required and upon request of LODI. CONTRACTOR shall also attend meetings of LODI committees or LODI City Council upon request including the annual "Unmet Needs" hearings.

Upon request by LODI, CONTRACTOR will be responsible for making presentations to community organizations concerning LODI transit services and shall report monthly to LODI on its marketing activities.

3) Driver Training

CONTRACTOR shall provide training for all personnel working on this contract. It is the sole responsibility of the CONTRACTOR to insure that each individual is fully knowledgeable of their duties and responsibilities and can operate a bus in a safe manner. It is also the CONTRACTOR's responsibility to provide the necessary training to insure that each driver meets, or exceeds, the minimum qualifications for a General Public Paratransit Vehicle driver, as outlined in Title 13 of the California Code of Regulations and HPH 82.7, California Highway Patrol Passenger Transportation Safety Handbook. Contractor shall also establish and maintain driver records pursuant to Title 13 C.C.R. and HPH 82.7, subject to review by LODI and CHP. It is also the Contractors, responsibility to provide additional training if the training requirements specified by LODI are insufficient. This training must be completed before a driver can enter unsupervised passenger service.

a. There shall be an additional 40 hours of instruction on contractors policies and procedures, radio procedures, schedules, routes, fare collection, transfer policies, accident procedures, accident report writing, passenger handling, passenger empathy and wheelchair transportation.

b. In addition to this training there shall be:

1. a minimum of two hours of hands on wheel chair training to include, but not be limited to familiarization with lift and lift components, proper lift operation including manual operation, proper loading and unloading procedures, proper securement procedures, wheelchair emergency and evacuation procedures.

2. a minimum of sixteen hour of individual behind the wheel instruction from a qualified driving instructor while out of service.

3. sufficient training so the driver can obtain a Red Cross First Aid and CPR Training Certificate. This training can be waived if the driver has completed the same training within three months of hiring.

4. Completion of driving along all routes at least twice before being allowed to drive in service unsupervised.

c. Other requirements

1. No driver shall be allowed to operate equipment in Lodi service until they have been trained and signed off by a qualified instructor to properly operate the vehicle type to which they have been assigned.

2. A minimum of one hour of safety/on going training every month for every driver employed.

3. Whenever a driver is involved in a preventable accident and whenever a driver is involved in two or more non-preventable accidents in any twelve month period, CONTRACTOR's qualified instructor shall ride with that driver and perform an evaluation and retraining as necessary.

d. CONTRACTOR shall provide the minimum amount of inservice required each year for those drivers possessing a valid S.P.A.B. or SCHOOL BUS certificate as outlined in HPH 82.7 provided by a California Department of Education certified School Bus Driver Instructor.

A detailed description of CONTRACTOR's proposed training program shall be submitted with their proposal and will be subject to approval by LODI.

All CONTRACTOR's drivers shall be subject to a pre-employment background check, review of DMV records, GPPV certification and will be included in City's Pull Notice Program. CONTRACTOR shall provide LODI with a list of drivers prior to start-up, and shall update said list monthly. CONTRACTOR shall not place a driver into service without completing the training program specified above. LODI representatives shall be allowed to attend safety meetings.

4) Marketing and Promotion

CONTRACTOR shall be responsible for assisting LODI in the development and preparation of all marketing materials for the fixed route and dial-a-ride services. LODI shall be responsible for the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of LODI services and to promote ridership.

CONTRACTOR shall assist LODI in the distribution and dissemination of such materials in accordance with the provisions of this agreement and any directions supplemental thereto provided by LODI.

CONTRACTOR shall promote the service as the operating agent for LODI. CONTRACTOR shall assist LODI in the distribution of brochures and other material as directed by LODI. Promotion activities should include a specific plan for the start-up period including any change-over from the existing service.

CONTRACTOR shall, under the direction of the LODI Transportation Manager provide contact on at least a quarterly basis with private and non-profit community agencies (e.g. Health for All, HSS Adult Day Care) and local governing bodies to promote interest in the transit services of LODI. These contacts shall include, but not be limited to: speaking engagements, public service announcements, and press releases.

5) Reporting and Record Keeping

CONTRACTOR shall collect data on the operation of the transit system and supply the data to LODI on a monthly basis, or as may otherwise be directed by LODI. All such information supplied by CONTRACTOR shall be certified as accurate.

CONTRACTOR's Management Information System shall provide an adequate methodology to gather, store, retain, calculate, compute, cross reference and display in textual, tabular and graphic form all operating, performance and financial data associated with this contract. LODI uses M.S. Word and M.S. Excel on IBM-compatible computer equipment.

CONTRACTOR shall collect the following information, at a minimum, on a daily basis:

- Passengers by vehicle and service type, divided into passenger classification categories (e.g. elderly, disabled, etc.)
- Vehicle service hours (by vehicle and total)
- Vehicle revenue miles
- Vehicle total miles
- Revenue by vehicle
- Passenger travel time
- Pickup time variance (difference between promised and actual pick up times)
- Missed trips, detailing cause
- Service requests refused, with reason
- Vehicle breakdowns
- Vehicle and passenger accidents
- Vehicle fuel and oil consumption, by vehicle
- Vehicle maintenance summarized by vehicle, including monthly cost of maintaining each individual vehicle broken down into labor, parts, fuel, oil and other expense categories
- Vehicle condition
- Employee training and turnover
- Complaints and compliments

The CONTRACTOR shall prepare a monthly report summarizing the data collected daily. CONTRACTOR shall submit a typed report to LODI by the 15th day of the following month. The format of the report is subject to LODI's approval. A sample monthly report should be included in the Proposal. All original data shall be maintained by the CONTRACTOR for at least four years.

In addition to the monthly reporting, the CONTRACTOR shall supply any and all reports necessary to comply with requirements of the San Joaquin County Council of Governments and other local, State, or Federal authorities. These reports will include but not be limited to all required California Transportation Development Act and Federal Transit Administration reporting requirements.

CONTRACTOR shall also provide LODI with immediate notice and written copies of accidents (written reports within one business day for injury accidents, three business days for non-injury accidents), with immediate telephone notification of all injury accidents), and CHP Safety Compliance Reports (within two business days after CHP submission to CONTRACTOR). If LODI provides insurance through the California Transit Insurance Pool (CalTIP), CONTRACTOR shall immediately notify the CalTIP Third Party Administrator of any accidents.

LODI will periodically conduct surveys of ridership during the term of the agreement. These surveys will determine matters such as socioeconomic, ridership and fare-type characteristics of system users. CONTRACTOR shall cooperate in the conduct of all surveys, including having its in-service drivers participate, where operationally possible, at no additional charge to LODI.

CONTRACTOR agrees that all information required to be furnished by this agreement shall be free from proprietary restrictions. CONTRACTOR further agrees that all such data is public and in the public domain.

CONTRACTOR shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and Records adopted by the State Controller pursuant to Section 99243 of the Public Utilities Code, and as required by LODI or the San

Joaquin County Council of Governments. Such records shall be kept in such detail and form so as to meet applicable local, state and federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by CONTRACTOR, which records shall show details of transactions pertaining to the management, maintenance and operation of only this system under the terms of this agreement. System transactions shall not be co-mingled with CONTRACTOR's other operations, if any. CONTRACTOR's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant to this agreement, and not due to separate or charter operations by CONTRACTOR. LODI reserves the right, at any time subject to this agreement, to require an audit of CONTRACTOR costs, revenues, and services provided under this Agreement.

CONTRACTOR shall keep and maintain (separated by vehicle) all work orders, warranty dockets and maintenance records on LODI and CONTRACTOR-provided vehicles and equipment until this agreement is terminated, releasing all such documents to LODI upon request and upon termination of this agreement.

LODI, its authorized agents, the San Joaquin County Council of Governments, Caltrans, FTA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcription of CONTRACTOR's files. CONTRACTOR shall maintain all these records for a period of at least four (4) years following contract close out to allow for audits, examinations, excerpts and transcriptions of CONTRACTOR's files.

6) Safety and Security

CONTRACTOR shall be responsible for safety and security of passengers during operations and for all related equipment and facilities. CONTRACTOR shall include specific procedures in the proposal which define the safety and security program for LODI

transit services. Safety and organizational meetings shall be held with all employees at least once per month.

CONTRACTOR shall report to LODI all hazardous conditions (e.g., trees, signs, potholes, etc.) in the service area to LODI and any other appropriate authority and take necessary precautions to safeguard passengers and personnel.

CONTRACTOR shall comply with all California Highway Patrol, Cal-OSHA, and OSHA requirements. CONTRACTOR shall not permit drivers to bear weapons of any type while operating a vehicle under this contract.

7) Telephone Information Service

CONTRACTOR shall provide telephone information service 24 hours per day; this can be done by answering machine, which will give hours of operation, costs, and other pertinent information. During the hours the dispatch center is open it is expected that calls will be answered as they are received.

CONTRACTOR shall maintain at CONTRACTOR's expense at least three telephone lines covering the entire City of Lodi service area, dedicated to LODI transportation services with rollover line capability. CONTRACTOR shall publish these LODI fixed route and dial-a-ride information phone numbers in the local telephone directory(ies).

These lines shall be used solely for the purpose of providing customer information, serving trip requests, and those activities required under the Scope of Work in this RFP, and shall not be used by the CONTRACTOR for any other purpose. These telephones shall be answered as specified by LODI.

Upon termination of the agreement, such phone numbers remain the property of LODI.

During normal system operating hours, the CONTRACTOR shall provide dispatchers or information operators who are knowledgeable of time schedules, routes and transit services of LODI as is necessary to answer customer information requests and/or questions in a courteous, timely and professional fashion.

During all other times, CONTRACTOR shall utilize a CONTRACTOR-provided telephone answering machine or other approved method and equipment to provide general information about Lodi transit services and to be able to receive and record trip requests, cancellations, or other changes from callers.

8) Farebox Revenue

CONTRACTOR's drivers shall collect fares as established by Lodi and maintain an accurate count of all boarding passengers by fare category. CONTRACTOR shall provide a locked high security room or space for storage of revenue storage and collection units.

Farebox revenue will be counted by CONTRACTOR's office employees daily and reconciled against the stated number of passenger trips. Any shortages must be investigated and corrected by CONTRACTOR. CONTRACTOR will deposit farebox revenue daily as directed by Lodi. Farebox revenue is the property of Lodi, and CONTRACTOR will submit written reports to Lodi of revenue collection.

9) Licenses

CONTRACTOR shall be responsible for any locally-required business or other licenses, including Public Utilities Commission certificates as required and necessary. CONTRACTOR shall also be solely responsible for any parking and traffic violations of vehicles operated in connection with Lodi's fixed route and dial-a-ride program. If notice of violation in a Lodi-owned vehicle is received by Lodi, Lodi may pay for said violations and deduct the amount paid from future payments to CONTRACTOR.

10) Uniforms

CONTRACTOR shall provide and maintain clean, identical uniforms to be approved by Lodi for all drivers and shall enforce a dress and appearance code, also subject to approval from Lodi. At a minimum, dress requirements shall include: shirts, slacks or shorts, jackets for use in cold or rainy weather, identification tags and Lodi-specified logo. Sandals or open-toed shoes are not allowed.

11) Drug and Alcohol Testing Compliance

CONTRACTOR shall comply with all applicable drug and alcohol testing requirements as established by FTA or by other State or Federal agencies.

At a minimum, CONTRACTOR shall perform pre-employment, reasonable cause, and post-accident drug and alcohol testing of all safety-related employees associated with LODI service, in conformance with FTA requirements.

In the case of randomly sampled testing, CONTRACTOR shall comply with State and Federal requirements.

12) CalTIP Safety Audit

If CONTRACTOR does not provide insurance coverage CONTRACTOR shall cooperate and participate in CalTIP-conducted safety audits of CONTRACTOR's operation relative to the services provided on behalf of LODI. CONTRACTOR shall comply with the safety-related recommendations provided by the safety consultant.

13) FUEL

CONTRACTOR will be responsible to make provisions for the purchase and dispensing of fuel for all vehicles. Records must be kept as to the amount of fuel used by each vehicle on a daily and a month by month basis.

14) EQUIPMENT MAINTENANCE

CONTRACTOR shall be responsible for the day to day cleanliness of the vehicles. CONTRACTOR is expected to be responsible for the following:

a. Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti and other damage shall be repaired in a professional manner immediately upon their discovery. CONTRACTOR shall replace seat covers which are worn or cannot be professionally repaired, using materials which are identical in design and color as those materials being replaced.

b. All equipment shall be reasonably clean throughout both inside and out prior to each service run. Exteriors of all vehicles, including wheels, shall be washed at least weekly, or more often as necessary. Windows and stanchions shall be washed and floors mopped at least once per week, or more often as necessary, on all vehicles. Driver windows shall be kept clean at all times. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary, on all vehicles.

c. Vehicles shall be kept free of insects and vermin at all times. CONTRACTOR shall exterminate all insects and vermin from all vehicles immediately upon their discovery, utilizing materials which are safe and not noxious to passengers.

d. Interiors shall be dusted and swept, with trash removed, on a daily basis, or more often as necessary, on all vehicles used in service that day.

15) INSURANCE

a. CONTRACTOR shall obtain and maintain at all times during the term of this contract, Workers' Compensation and Employers' Liability Insurance as required by the laws of the State of California showing proof of such coverage. All required insurance policies shall not be canceled or materially changed without a thirty (30) day prior written notice to LODI. The City presently is insured with the California Transit Insurance Pool at an annual cost of.

b. CONTRACTOR shall procure and maintain a comprehensive general liability policy providing five million dollars (\$5,000,000) combined single limit bodily injury and property damage coverage policy shall include coverage for premises, personal injury, blanket contractual, garage and garage keepers liability, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. CONTRACTOR shall name LODI as additional insured on said policy and shall provide evidence of such insurance. Such policy shall provide that it may not be canceled without at least thirty (30) days written notice to LODI.

c. Vehicle Insurance in the amount of \$10,000,000 will either be provided by CONTRACTOR or LODI depending upon the manner in which the contract is structured. If LODI provides the insurance, CONTRACTOR will be named as additional insured; if CONTRACTOR provides the insurance, LODI will be named as an additional insured.

B) RESPONSIBILITIES OF THE CITY OF LODI

Base Service will require the availability of approximately seventeen vehicles, which will be provided by LODI (currently, eleven of the vehicles are wheelchair-accessible and six are not). These vehicles to be provided are listed in EXHIBIT I Page III-33. LODI guarantees vehicles will be in a road worthy condition. Service records will be available for review and inspection by prospective Contractors. Arrangements to inspect the vehicles, dispatch and administrative facilities, parking facilities and records shall be made by contacting Dennis Callahan, Building and Equipment Supervisor, at (209) 333-6706. It is LODI's plan to replace three vehicles each year.

If these vehicles are for any reason not available for service during the term of this contract, LODI shall have the option of providing suitable replacement or back-up vehicles during the remaining term of the Agreement or requiring the contractor to provide such vehicles pursuant to a separately negotiated agreement.

LODI shall perform the following duties and accept the following responsibilities with respect to the performance of LODI's transit services. To the extent reasonable and feasible, CONTRACTOR shall assist LODI in this regard.

1) System Planning and Administration

LODI shall be responsible for all planning, coordination and policy activities relative to the fixed route and dial-a-ride services, service areas, fares, schedules, days and hours of operations, preparation of planning documents, budgets, grant applications and related documentation and other such activities relative to overall system administration and contract compliance

monitoring. LODI shall establish criteria for eligibility on "specialized" (elderly & disabled) demand-responsive and subscription Dial-A-Ride services.

LODI shall act as the final step and/or body of appeals in the resolution of any service complaints that the CONTRACTOR is unable to resolve.

2) Promotion, Marketing and Customer Service

LODI shall be responsible for development and preparation of all marketing materials for the Lodi, transit services. LODI shall cooperate with CONTRACTOR in the placement, scheduling and distribution of all advertising and promotional materials designed to inform patrons of LODI services and to promote ridership.

LODI shall prepare, print and provide to CONTRACTOR all necessary passes, tickets, and transfers to be used in the Dial-A-Ride service. LODI will also assist in the preparation and printing of service brochures, schedules and like materials required by LODI operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of this agreement and any directions supplemental thereto provided by LODI.

LODI will provide the use of its normal customer service lines, processes and procedures to receive, investigate and resolve customer service complaints. CONTRACTOR shall cooperate with LODI and provide the access needed to employees and records to resolve all customer and service complaints.

3) Radio Frequency and Equipment

The City of Lodi will provide the base radio, mobile radios for each of the vehicles in the fleet and the radio frequency for the operation of the transit program.

C. ALTERNATIVES

In addition to the services outlined in Section III-B Lodi will provide the following services: vehicle maintenance, garaging, radio maintenance, vehicle insurance, administrative and dispatch facilities, and maintenance of bus shelters and benches. However, Lodi desires to evaluate the most cost effective means of delivering the service, therefore the following Alternatives are included within the scope of this RFP. PROPOSER's are invited to include within their Cost Proposal any or all of the alternatives summarized below. The exercise of any or all of these alternatives is in Lodi's sole discretion.

1. ADDITIVE ALTERNATIVE I--Equipment Maintenance

If the CONTRACTOR directly provides the maintenance facility (rather than subcontracting), such site must have an enclosed and adequately ventilated workspace where maintenance personnel can service both Lodi-provided and any CONTRACTOR-supplied vehicles. The maintenance facility shall also have at a minimum:

- A compatible/operational maintenance pit, hoist or other acceptable equipment which will be used by maintenance personnel for inspecting and servicing the undercarriage of the vehicles.
- Paved shop flooring capable of withstanding weight of the vehicles.
- A compressed air supply.
- Battery maintenance equipment compatible for vehicles.
- Compatible lubrication equipment.
- Floor jacks capable of safely raising either end of the vehicles.
- All tools and equipment necessary to perform the preventive maintenance inspection activities required in the Scope of Work.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles in accordance with the specifications detailed in this RFP.
- Adequate storage space dedicated for vehicle operation.

Maintenance and Equipment

CONTRACTOR shall perform all day-to-day, minor and preventive maintenance and repair, at a minimum, in accordance with manufacturer's recommendations and the Preventive Maintenance Inspection (PMI) program included in the CONTRACTOR's proposal to LODI.

a. Unless otherwise agreed to or provided by LODI, CONTRACTOR, at its sole cost and expense, shall provide all fuel, oil, lubricants, repairs, cleaning, tires, parts, supplies, labor, maintenance, with the necessary service facilities to provide the same, required for the operation of all equipment pursuant to this agreement. CONTRACTOR shall be fully responsible for the safe and efficient maintenance of all vehicles, radios, fareboxes and all other LODI-provided equipment to be used to perform this agreement in strict conformity to all CHP and other State regulations and orders. CONTRACTOR's duty and responsibility to so maintain all vehicles and equipment is not delegable to any person, firm or corporation, but may be subcontracted by written agreement subject to approval by LODI.

All parts, materials, lubricants, fluids, oils and procedures used by CONTRACTOR on all LODI-owned vehicles and equipment shall meet or exceed Original Equipment Manufacturer (OEM) specifications and requirements. All outside vendors, such as machine shops, component re-builders or accident repair shops, shall be fully authorized by the OEM to make repairs and utilize only parts, materials, lubricants, fluids, oils and procedures that meet or exceed OEM specifications and requirements.

b. CONTRACTOR's preventive maintenance program shall meet or exceed OEM specifications and requirements and LODI's Preventive Maintenance and Inspection schedule. Preventive maintenance inspections and repairs shall occur at or before the designated time or mileage intervals, whichever occurs first. CONTRACTOR's overall preventive maintenance program shall also be sufficient so as not to invalidate or lessen warranty coverage of LODI-provided vehicles and equipment, including, but not limited to, radios and wheelchair lifts.

c. All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service. All wheelchair lifts must be cycled at least daily.

d. Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system.

e. All lubrication and oil filter change intervals shall be performed in accordance with OEM specifications, requirements and the schedule provided in the CONTRACTOR's proposal to operate LODI transit system. Modification of oil change intervals is subject to prior approval from LODI. Such approval shall not be issued unless CONTRACTOR presents written evidence that warranty coverage will not be adversely impacted by modifying such change intervals. CONTRACTOR guarantees that the preventive maintenance program will not invalidate or shorten warranty coverage provided by OEMs. CONTRACTOR shall be held financially liable to absorb expenses for all repairs which would have been covered under warranty had it not been invalidated by CONTRACTOR's actions.

f. All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Repairs (including body, glass and all vehicle appurtenances) shall be made expeditiously.

g. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and working condition at all times.

h. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.

i. Heating and air conditioning (A/C) systems shall be maintained and used to ensure that the passenger compartment is comfortably maintained under all climatic conditions at all times on all in-service runs. Thorough A/C inspections and repairs shall be executed and completed on all vehicles no later than April 1st of

each year. CONTRACTOR shall maintain the A/C systems in a state of operating condition throughout the entire year.

j. CONTRACTOR shall notify LODI and conform to all instructions and make all corrections required by the CHP and other applicable regulatory agencies regarding use and maintenance of vehicles. CONTRACTOR shall be responsible for Smog inspection and certification of the vehicles.

k. CONTRACTOR shall establish and maintain an on-going spare parts inventory sufficient to permit that vehicle requirements are met at all times.

Engine and Transmission Re-building

Engine and transmission re-building shall occur by the authorized OEM service centers. Re-building of engines and transmissions by other than the authorized service center may be allowed only if CONTRACTOR can prove to the Transit Manager's satisfaction (e.g., letter from OEM) that said work is being performed by a firm or personnel qualified and trained to do such and only if the re-building firm provides the same warranty as would have been provided by the OEM.

Engine and Transmission re-building shall comply with OEM standards.

The Transit Manager may order the CONTRACTOR to rebuild or replace an engine, transmission, AC compressor, alternator, radiator, wheelchair lift assembly or any other bus related component at any time during the contract period if the Transit Manager determines that such work is necessary to assure continued service reliability, after considering one or all of the following: recommendation from an outside third party, discussion with CONTRACTOR, oil analysis reports, equipment-caused penalties assessed, fuel consumption summaries, road call record, work orders, visual inspection, mileage assessment, or other assessment of the condition of said component. If ordered, CONTRACTOR shall execute such rebuild or replacement expeditiously at CONTRACTOR's expense, with the exception of unscheduled engine and transmission rebuilds ordered by LODI but determined unilaterally by LODI to not be the result of negligence on CONTRACTOR's part.

CONTRACTOR shall establish a comprehensive monitoring program to assess and forecast which components need to be rebuild or replaced.

At a minimum, CONTRACTOR shall provide the number of engine and transmission rebuilds as outlined in the schedule in the CONTRACTOR's proposal.

By February 1st of each year, CONTRACTOR shall provide LODI with a list of recommended engine and transmission rebuilds , by bus number, beyond the CONTRACTOR's original schedule, including cost estimate for the subsequent 12 months for such rebuilds.

In the event LODI decides to retire a bus prior to it receiving a transmission or engine rebuild, LODI may unilaterally elect to either receive a credit for such or authorize the rebuild of a different engine or transmission.

In the case of unscheduled engine rebuilds recommended by the CONTRACTOR, said rebuild shall not occur without prior Transportation Manager approval, and may be preceded by an assessment from a LODI designee. In the event that LODI determines that the rebuild was caused in whole, or in part, as a result of negligence on CONTRACTOR's part, the cost of said rebuild shall be the financial responsibility of CONTRACTOR, without any additional reimbursement from LODI. LODI may unilaterally determine if negligence on CONTRACTOR's part was involved.

In procuring engine and transmission rebuilds, CONTRACTOR shall comply with FTA third party purchasing requirements (CFR 4220.1C, as amended).

2. ADDITIVE ALTERNATE II--Garaging Facility

If the contractor provides garaging facilities it will be in a secured area. The area will be paved and be fenced with chain link, wood, or block. It will be sufficiently large enough to park all seventeen vehicles and provide off street storage for drivers vehicles as well.

3. ADDITIVE ALTERNATE III--Radio Maintenance

If CONTRACTOR assumes the maintenance of the radios all work shall be done by certified technicians in a shop certified to maintain that particular brand of equipment. Presently all radio equipment is MOTOROLA.

4. ADDITIVE ALTERNATE III--Vehicle Insurance

If the contractor provides vehicle public liability and property damage insurance such insurance shall be carried naming the City as additional insured in the amount of \$10,000,000 per occurrence. Casualty insurance will also be carried on all vehicles to provide replacement cost.

During the periods of service under this Agreement, the CONTRACTOR, at its sole cost and expense, shall procure and maintain in full force and effect during the term of the agreement, insurance policies in the amount of \$10,000,000 (ten million dollars) combined single limit bodily injury and property damage. Such insurance shall name LODI and its officers, employees, elected officials and members of boards or commissions as additional insured parties. Coverage must include automobile bodily injury and physical damage coverage, garage and garage-keepers liability. CONTRACTOR shall be responsible for any deductible(s).

CONTRACTOR shall file and maintain the required Certificate of Insurance with LODI at all times during the term of this contract. The Certificate is to be filed prior to the effective date of this contract. Such policy or policies shall provide that they not be canceled without at least thirty (30) days written notice to LODI.

5. ADDITIVE ALTERNATE V--Administrative and Dispatch Facilities

If the Contractor provides an Administrative/Dispatch Facility it shall contain adequate space and arrangements will be provided for the radio base station, restroom facilities and employee rest areas. The facility must be located within the Service Area and be readily accessible to and usable by, persons with disabilities, including wheelchair users. The present

facilities are located at 115 S. Pleasant St. in Lodi. This facility may be leased to CONTRACTOR for \$300.00 per month; included in that lease is all the present office furniture (desks, chairs, book cases, file cabinets tables workstations, but not telephones or personal computers). This lease does not include utilities or janitorial services.

6. ADDITIVE ALTERNATE VI--Maintenance of bus stops and shelters

If CONTRACTOR provides maintenance for the bus stops and shelters for LODI's transit system the benches and shelters will be kept free of graffiti, cobwebs and other dirt.

D. SYSTEM OPERATION

1. Notification of Service Changes

Should LODI determine to implement a different design for the transit system, LODI shall, subject to any applicable competitive bidding requirements, confer with CONTRACTOR as to the most appropriate level and description of services and may adopt an appropriately altered Scope of Work document, replacing the one in use at present.

Based on the plans adopted by LODI, Base Service will require a maximum total of approximately 31,520 vehicle service hours in the 1996-97 fiscal year. LODI is currently evaluating it's transit program, but expects to operate 31,520 vehicle service hours in each of the next three years. The delivery of fixed route and Dial-a-Ride services may be coordinated or combined by the CONTRACTOR, but must be accounted for and reported upon separately. Other additional service hours, possibly including weekend(s), extended hours, or on special occasions, may also be required as the service develops.

The CONTRACTOR will act in the capacity of an independent contractor and will provide management, technical and operating personnel, services, equipment and facilities necessary for the operation of LODI's fixed route and dial-a-ride services.

CONTRACTOR shall operate the system in compliance with LODI operating policies, and with local, state, and federal ordinances, laws, and regulations applicable to this service. CONTRACTOR will operate the system and maintain the fleet in accordance with the usual transit industry procedures and standards or as otherwise provided herein, in CONTRACTOR's proposal, and the Transit Services Agreement.

The CONTRACTOR shall also provide LODI with technical assistance and consultation in such matters as operating policies, funding, and coordination with other transit providers at no additional charge to LODI.

LODI shall establish policies for operation of the transit system and shall monitor the performance of the CONTRACTOR. LODI shall apply for funds from local, state and federal sources. Where applicable, and subject to consultation and approval by LODI, CONTRACTOR shall also apply for such local, state and federal funds that may be available to support the project. CONTRACTOR will report to LODI and will make recommendations as to changes to improve LODI's Fixed Route and Dial-A-Ride services. CONTRACTOR may not make any changes which affect the quantity, quality, or nature of the Fixed Route and Dial-A-Ride services without obtaining LODI's written permission.

The fixed route and dial-a-ride service described in this RFP is a replacement of existing LODI, contract employee-provided services for LODI. Therefore, LODI requires that a fully detailed transportation services Transition and Implementation Plan be included with each proposal. This plan shall address, at a minimum, the activities and procedures that will be followed to ensure the smooth transition and start-up of the service to be operated by the CONTRACTOR. The plan should also document recruitment and training schedules, facility location and start-up, acquisition of necessary equipment, permits, and licenses and any other activities necessary to implement a successful fixed route and dial-a-ride transit service program. The PROPOSER's approach to dial-a-ride schedule/dispatch procedures, and in particular the decision-making "triage" process of matching passengers, vehicles, and drivers should be described in detail.

LODI may wish to adjust the system at some future date. Modifications may include but not be limited to: increasing or decreasing service hours and/or days; or switching service hours and equipment between modes. LODI may increase annual service hours at a rate to be proposed and specified by the CONTRACTOR as part of their Cost Proposal to this RFP.

2.) Facilities, Equipment, and Supplies

Unless otherwise agreed to or provided by LODI, the CONTRACTOR shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts, cleaning supplies, office supplies, office equipment, and such other items or materials required to professionally operate LODI fixed route and dial-a-ride services.

During the term of this Agreement, including any extension period, LODI shall have the option to add vehicles to those currently in the LODI fleet in order to meet the service criteria defined herein. The cost for additional vehicles shall be borne by the City of Lodi

LODI supplied equipment made available to the Contractor is provided exclusively for LODI's transit program and shall not be used for any other purpose. Contractor shall account to LODI for the location and status of all LODI provided items and shall provide monthly reports on the condition of all vehicles. Upon completion or termination of this Agreement, Contractor shall return the vehicles and other LODI provided items to LODI with no deferred maintenance, damage, or graffiti and ready for use in regular revenue service less reasonable wear and tear.

In addition, CONTRACTOR shall operate the radio communications system for the fixed route and dial-a-ride services. CONTRACTOR must comply with Lodi policies and FCC procedures for radio use.

3) Accident Procedures

CONTRACTOR shall comply with those accident reporting and investigation procedures established by the California Transit Insurance Pool (CalTIP) and the Lodi Transit Manager, shall endeavor to photograph accident scenes involving Lodi service immediately after said accident occurs, shall take and transmit accurate notes of accident scenes using the CalTIP reporting format, shall obtain witness cards whenever possible and appropriate, and shall obtain and transmit all associated police accident reports to both Lodi and CalTIP.

Contractor shall provide and maintain an accident reporting kit on each bus at all times, including a disposable 35 mm camera, witness cards, and reporting forms.

If requested by the Transit Manager or CONTRACTOR, CONTRACTOR shall meet with the Transit Manager to discuss accidents and incidents, including ways to maintain and improve CONTRACTOR's accident record. The Transit Manager shall be the sole determinant on whether or not an accident is considered preventable.

4) Employee Work Rules

The following employee rules shall be enforced by the CONTRACTOR:

1. Uniforms:
 - a. Must be worn at all times when on duty.
 - b. Shall be clean and presentable at all times.
 - c. Uniform designs, colors and ID tags subject to LODI approval.
2. Gratuities:
 - a. Shall NOT be accepted.
 - b. All cash shall go into farebox without being handled by the driver, unless required by the passengers disability.
3. Knowledge of Services and Service Area:
 - a. Drivers shall have a thorough knowledge of LODI services and service area.
 - b. Drivers shall also have a basic knowledge of transfer locations for all connecting routes and services.
4. General Rules:
 - a. No one will be permitted to smoke, eat or drink aboard vehicles at any time. This includes passengers and staff.
 - b. Boisterous language, profanity, or incivility to anyone shall not be allowed while in uniform, on or off duty.
 - c. While in uniform, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, or harmful drug.
 - d. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
 - e. All employees are responsible for reporting any defects a vehicle may have to the supervisor and maintenance department immediately. Drivers shall conduct a "walk-around" and in-vehicle inspection of their vehicle and fill out a "squawk" sheet. Drivers shall have maintenance or management personnel resolve any doubt about the safety of a vehicle prior to placing a vehicle in passenger service.

- f. Employees may use vehicles only in accordance with their assigned duties.
- g. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
- h. No one shall be permitted to solicit on the vehicle.
- i. No item longer than five (5) feet will be permitted on the vehicle.
- j. All information regarding accidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident unless it is to Police, supervisory personnel, or other person(s) involved in the accident as required by law.
- k. Persons under the influence of any intoxicant, narcotic, or harmful drug shall not be permitted on the vehicle.
- l. Drivers providing service may be required to travel over prescribed routes and maintain time schedules. If it becomes necessary to leave the route, the dispatcher or immediate supervisor shall be notified immediately. No run shall be cut short.
- m. Drivers will provide the assistance required to help elderly and disabled persons boarding and de-boarding vehicles, moving to their seat and or maneuvering and securing wheelchairs. Services are to be provided on a curb-to-curb basis. Under no circumstances will drivers enter a passenger's residence or physically lift a passenger.
- n. No vehicle shall be operated when its condition is unsafe or uncertain.
- o. No driver shall operate the wheelchair lift: a) until he/she has received the required training; and b) if there is any doubt whatsoever about the mechanical condition of the lift or safety of the passenger as a result from using the lift. Wheelchair lift operation compliance with the methodology recommended by the OEMs.
- p. Drivers shall require and insure that all passengers wear the seatbelts provided in the vehicles.

5.) LODI Transit Services Policies and Standards

****NOTE:** Comments and Suggestions regarding this section of the RFP are particularly invited.

The CONTRACTOR will be required to meet the following LODI transit service policies and standards in the operation of LODI fixed route and dial-a-ride services. Penalty payments shall be assessed in accordance with the Performance-Based Penalty Program, which will become part of the TRANSIT SERVICES AGREEMENT.

Performance Standards

1. Dial-a-ride 90 percent of passengers will be delivered to their destination within 45 minutes of their initial call.
2. Dial-a-Ride pick up time within 15 minutes of promised time (30 minute window)
3. Dial-a-Ride average trip time not to exceed 20 minutes.
4. Operate service with accidents at less than one per 50,000 miles.
5. Vehicle breakdowns should not exceed one per 10,000 miles.

Productivity Standards

1. Trips per dial-a-ride revenue vehicle mile shall not fall below 0.40.
2. Passengers per fixed route revenue vehicle mile shall not fall below 1.0.
3. Trips per revenue vehicle hour shall not fall below 4.0 for Demand-Response.
4. Passengers per revenue vehicle hour shall not fall below 10.0 for fixed route service.
5. Revenue vehicle hours per employee shall not fall below 1200.
6. Revenue vehicle hours per maintenance employee shall not fall below 15,000.
7. Vehicles per maintenance employee shall not fall below 8.0.

8. Farebox recovery ratio of 20% or more for Lodi Transit Services.

These policies and standards are subject to change or modification by LODI at any time. CONTRACTOR will be consulted regarding any change prior to its final adoption.

The following definitions and measurements shall apply to the Performance Monitoring Program:

Accidents per \times miles is calculated by dividing the number of accidents in the reporting period by the number of vehicle service miles in that reporting period.

Vehicle breakdowns per \times miles is calculated by dividing the number of breakdowns or road calls in the reporting period by the number of vehicle service miles in that reporting period.

The number of vehicles per mechanic is calculated by dividing the number of vehicles in the fleet by the number of mechanic employee equivalents. One full-time employee equivalent equals 2000 hours per year.

Revenue vehicle hours per maintenance employee is calculated by dividing the number of annual vehicle service hours by the number of full-time mechanic equivalents.

Passengers per vehicle service hour is calculated by dividing the number of passengers by the number of vehicle service hours in a reporting period.

EXHIBIT 1

City of Lodi Transit System
Fixed Route and Dial-A-Ride Transportation Services

INVENTORY OF VEHICLES TO BE PROVIDED BY LODI

<u>Number</u>	<u>Year</u>	<u>Type</u>	<u>Passenger Capacity</u>	<u>3/31/96 Mileage</u>
19	1989	Chevrolet	8 Station Wagon	126,038
20	1989	Dodge	4 Shuttle Van	out of service
21	1989	Dodge	4 Sedan	82,755
23	1989	Dodge	4 Sedan	74,432
24	1991	Dodge	4 Shuttle Van	out of service
25	1992	Chevrolet	8 Station Wagon	107,824
26	1992	Chevrolet	8 Station Wagon	87,871
27	1993	Ford	11 minibus W/C	66,296
28	1993	Ford	11 minibus W/C	57,114
29	1994	Chevrolet	8 Station Wagon	39,205
01	1995	Ford	11 minibus W/C	27,066
02	1995	Ford	11 minibus W/C	33,830
30	1995	Ford	11 minibus W/C	35,326
31	1995	Ford	11 minibus W/C	44,843
32	1995	Ford	11 minibus W/C	41,871
33	1995	Ford	11 minibus W/C	47,695
34	1995	Ford	11 minibus W/C	43,495

EXHIBIT 2

City of Lodi Transit System Fixed Route and Dial-A-Ride Transportation Services

PERFORMANCE-BASED PENALTY PROGRAM

Under this program, LODI suggests the following performance standards and quality-of-service specifications for its new Dial-A-Ride.

Prospective proposers are encouraged to use the "QUESTION/COMMENT" period of this RFP to suggest other incentive categories and measurement methods. Questions or comments relating to this RFP must be received (in writing or at the Bidders' Conference) by LODI no later than 10:00 a.m. on Wednesday May 15, 1996.

Through the award of the Contract, LODI and CONTRACTOR agree to this system of penalties to insure the performance required in the contract. It is the goal of LODI to foster and maintain a cooperative relationship with its CONTRACTOR. The Performance Based Evaluation Program will be used as an outline for measuring the CONTRACTOR's performance and building a cooperative relationship under this Agreement.

(1) On-time Performance

Standard: 95% of pick-ups within 15-minute window
Performance below 95% -\$0.01 per service mile

(2) Passenger Pick-up

Standard: Any failure to pick up a rider for any reserved trip, through no fault of rider.

- Penalty: \$100.00 per failure
(3) In-vehicle Ride Times

Standard: Maximum in-vehicle time will be one hour for
Demand-Response riders and one-and-a-half hours
for Subscription riders.

Penalty: \$25.00 per infraction

- (4) Unreported Cancellation of Service

Penalty: \$100.00 per infraction

- (5) Miles Between Road Calls

Standard: Average of 10,000 miles between road calls
Performance below 10,000 miles -\$0.01 per service mile

- (6) Miles Between Accidents

Standard: 50,000 to 70,000 miles between accidents
Performance below 50,000 miles -\$0.01 per service mile

- (7) Safety Inspection Report

Standard: Failure to achieve a satisfactory rating in any
category of the annual California Highway Patrol
Safety Compliance Report.

Penalty: \$500.00 per infraction

- (8) Preventive Maintenance

Standard: Any preventive maintenance inspection (PMI) not
completed within 300 miles of scheduled interval.

Penalty: \$100.00 per infraction

(9) Non-Compliance with Vehicle Appearance Requirements

Penalty: \$25.00 per infraction

(10) Non-Compliance with Reporting Requirements

Penalty: \$250.00 for first infraction
\$500.00 for subsequent infractions

(11) Non-Compliance with Uniform Requirements

Penalty: \$10.00 per infraction

These standards would be measured by LODI's Contract Administrator or his designee. The measures would have to take place under a clearly defined system, agreed to by LODI and its CONTRACTOR. The following are suggested as preliminary criteria and measures:

1. Miles between road calls based on LODI's review of CONTRACTOR's reports, passenger complaints, on-site inspection, review of vehicle maintenance records and data supplied in monthly reports.
2. On-time service performance will be based on a review of CONTRACTOR's records and, as required, a survey of passengers.
3. Miles between accidents will be based on a review of CONTRACTOR's records, accident reports, police reports, monthly reports and visual inspections of vehicles.
4. Uniform/dress code compliance will be based on LODI's visual observation.
5. Vehicle appearance will be based on CONTRACTOR's records, field inspections and passenger complaints.

Section IV.

CITY OF LODI TRANSIT SYSTEM - REQUIRED PROPOSAL FORMS

For the Firm of: _____

A) PROPOSAL QUESTIONNAIRE:

All proposers are required to complete the following questionnaire. If your answer is provided in greater detail within your Proposal, you may reference the appropriate section or page of the Proposal. You may either use this form for your responses, or a transcribed copy; HOWEVER, all questions must be answered, in the order presented here. Proposals which do not include this questionnaire completely will be considered non-responsive and will be rejected.

1) Does the proposer, any individual proposing firm, any participating firm in any proposed joint venture, or any proposed subcontractor have any conflict of interest within the following definition?

"No person performing services for the City of Lodi in connection with any project resulting from this proposal shall have a financial or personal interest, other than employment or retention by LODI, in any contract or subcontract in connection with such project.

YES _____ (explain) NO _____

2) Are you on the State Comptroller General's list of ineligible bidders or have you been or are you on any federal list of debarred or suspended bidders?

YES _____ (explain) NO _____

3) Has your firm received an "unsatisfactory" rating from a law enforcement or any other regulatory agency with regard to maintenance, records, or facility at any time in the past five (5) years?

YES _____ (explain)

NO _____

4) Has your firm, or a public transit system managed by principals from your firm, been cited, fined, or ordered to stop a bus system's operations at any time during the past ~~five~~ seven years by any regulatory agency for improper maintenance or for accidents caused by improper maintenance?

YES _____ (explain)

NO _____

5) Is there any recent (within the past five years), current, or pending litigation involving your firm due to any accident(s) which have resulted in injury or death from operation of a passenger transportation service (including but not limited to fixed-route, paratransit, taxi, school bus, charter, etc.)?

YES _____ (explain)

NO _____

6) Attach your firm's 1992, 1993, and 1994 Income Statements and Balance Sheets (Information on the firm's financial status will be withheld from public review if submitted under separate cover with a request for confidentiality and unless disclosure is ordered by a court of competent jurisdiction.)

7) Are there any past, current or pending financial or legal issues which might jeopardize your firm's ability to provide services in accordance with the attached RFP and Agreement at the prices quoted by your firm, for the term of the Agreement?

YES _____ (explain) NO _____

8) Has your firm applied for credit protection under any bankruptcy proceedings over the past 3 years?

YES _____ (explain) NO _____

9) Describe in detail your specific plans for start-up and implementation of the services you propose to provide. Include a schedule, from the LODI's anticipated selection/award during the July 1996 period, through first day of revenue service n later than Sept. 1, 1996.

10) Indicate briefly why you consider your firm to be the best to perform this contract. Be sure to include any new or creative ideas that would provide LODI with a high quality, safe, efficient, cost-effective, transit operation that is responsive to the community.

11) Describe other organizational resources and services which your firm will provide at no additional charge as part of this Agreement.

12) How many years has the proposer provided or managed publicly-funded fixed route and dial-a-ride transit services? List time spans and describe the service provided, including annual revenue vehicle mileage, number and size of vehicles, general public or specialized service, size of service area, amount of farebox revenue collected annually, and any other relevant operations data. Identify the responsible individual at the public agency who can verify service, and provide his/her name, telephone number, and position.

Number of Years of Experience Operating fixed route and Dial-a-Ride Transit Services: _____

Fixed Route Services

System Name & <u>Address</u>	Dates of <u>Service</u>	Annual <u>Miles</u>	Number & Size of <u>Vehicles</u>	Annual Fare <u>Revenue</u>	Contact <u>Person</u>	Contact <u>Phone</u>
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Paratransit (Dial-a-ride) Services

System Name & <u>Address</u>	Dates of <u>Service</u>	Annual <u>Miles</u>	Number & Size of <u>Vehicles</u>	Annual Fare <u>Revenue</u>	Contact <u>Person</u>	Contact <u>Phone</u>
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13) Specifically identify the proposed on-site Operations Manager/Site Supervisor. (Please attach a resume) Describe their qualifications and experience. Identify in which site(s) this person obtained the required experience cited in the Minimum Qualifications section of the RFP. Identify a responsible individual, not from the proposing firm, who can verify the proposed Manager/Supervisor's experience.

The on-site Operations Manager/Site Supervisor will be:

14) Present a proposed organizational chart for staffing this fixed route and dial-a-ride transit program. Include management, supervisor, office, dispatch, driver, mechanic, and service personnel as appropriate. Complete and Attach the PROPOSED STAFFING FORM (page IV-8) including the number of positions budgeted for each personnel classification, whether full-time or part-time, and the range and average wages for each position.

15) Describe the fringe benefit package which will be provided, including dollar value or percentage-of-wages equivalent of such benefits, and the positions to which such benefits shall apply.

16) What is your firm's proposal with regard to the current contract employees? (Please be thorough.)

17) Describe the training that will be required of drivers and dispatchers. Include a full description of procedures used for

scheduling/dispatching "triage" decisions (e.g., passenger/vehicle matches).

18) Describe your firm's proposed program to accommodate "no-shows", absenteeism, vacation and turnover of employees.

19) Describe in detail your firm's experience in providing transportation services for elderly and disabled persons, both as an individual service and when integrated with a general public service. What specific training will you provide to ensure that drivers and dispatchers are able to respond to the special needs of these passengers?

20) How many miles per year do you plan to operate the LODI-provided vehicles, out-of-revenue-service?

Deadheading _____

Training _____

Maintenance _____

Other (specify) _____

21) Describe your firm's proposed security program for vehicles, equipment, and fare revenue.

22) Describe what steps your firm will take to promptly repair/replace any LODI vehicles or equipment which may be damaged or destroyed while in your possession or under your control.

23) Describe the supplies, support equipment, and other materials which will be provided by your firm at your office facility. Compare to the minimum requirements of the RFP.

24) Describe your firm's Management Information System and how it will be used to report the operational/financial data required in the Scope of Work. Include a sample Monthly Report for a combined fixed route and Dial-a-Ride service.

25) List the number of miles between preventable collision accidents for each system operated by your firm during each of the three (3) past years.

26) Describe or attach a copy of your firm's Substance Abuse and Employee Counseling program.

If you are making a proposal on equipment maintenance please answer questions 27, 28, 29, 30, and 31.

27) Identify the experience and qualifications, including references, for the lead maintenance person (Please include a resume) or the firm which will provide maintenance services.

The Lead Mechanic will be:

28) Specifically describe your proposed approach to providing maintenance services. Describe your firm's proposed PMI program for all vehicles, components and equipment used in LODI's fixed route and dial-a-ride transit service, including but not limited to engine, transmission, brakes, chassis, wheelchair lifts or ramps, air conditioning, fareboxes, batteries, and two-way radios.

Include both mileage and time intervals, and compare this program to the requirements of GPPV. Describe follow-up procedures for any problems or defects noted on driver "squawk" sheets or inspection reports.

29) Describe in detail your proposed rebuilding program for engine systems, cooling systems, transmission, alternators, starters, and other components. Be as specific as possible and include a proposed schedule on when and how many rebuilds will take place.

30) Describe the maintenance tools, supplies, support equipment, and other equipment which will be provided by your firm at your maintenance facility. Compare to the minimum requirements of the RFP.

31) Describe your firm's proposed spare parts inventory program for any vehicles/components/equipment used for LODI service.

32) Describe your proposed drug and alcohol testing program, including how it complies with federal requirements.

33) ATTACH:

- A) At least four (4) recent CHP safety-compliance reports (or other applicable law enforcement safety-related monitoring reports) which pertain to current transit services operated by your firm.
- B) Your firm's Income Statement and Balance Sheet for the three most recent fiscal years.
- C) Sample driver "squawk" sheets/vehicle inspection reports.
- D) Documents proposed to be used in the PMI program.

B) STAFFING

City of Lodi Transit System
Fixed Route and Dial-a-Ride Transportation Services

PROPOSED STAFFING for the firm of: _____

JOB CLASSIFICATIONS	NUMBER OF POSITIONS	AVERAGE WEEKLY HOURS	WAGE SCALE PER HOUR	AVERAGE HOURLY WAGE
MANAGEMENT: Operations Manager/ Site Supervisor NAME:				
Dispatchers:				
Drivers:				
Lead Mechanic NAME:				
Other Maintenance:				
Other:				

C) BUDGET PROPOSAL

INSTRUCTIONS TO PROPOSERS:

Use the forms on the following pages to submit your Cost Proposal for the LODI fixed route and dial-a-ride transportation services. These required forms are organized as follows:

- 1) Lodi Transit Service--Base Service--Fixed Costs
PAGE IV-12
- 2) Lodi Transit Service--Base Service--Variable Costs
PAGE IV-13
- 3) Lodi Transit Service--Base Service--Start up Costs
PAGE IV-14
- 4) Lodi Transit Service--Base Service--Summary
PAGE IV-15
- 5) Lodi Transit Service--Vehicle Maintenance--Fixed Costs
PAGE IV-16
- 6) Lodi Transit Service--Vehicle Maintenance--Variable Costs
PAGE IV-17
- 7) Lodi Transit Service--Vehicle Maintenance--Start up Costs
PAGE IV-18
- 8) Lodi Transit Service--Vehicle Maintenance--Summary
PAGE IV-19
- 9) Lodi Transit Service--ALTERNATIVES II, III, IV, V, & VI
PAGE IV-20

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- BASE SERVICE

For the Firm of: _____

	July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
Estimated Annual Service Hours	31,520	31,520	31,520

FIXED COSTS:

1a. Management Wages	\$ _____	\$ _____	\$ _____
1b. Management Benefits	_____	_____	_____
2a. Dispatcher/ Clerical Wages	_____	_____	_____
2b. Dispatcher/ Clerical Benefits	_____	_____	_____
3. Facility	_____	_____	_____
4. Utilities	_____	_____	_____
5. Other Equipment	_____	_____	_____
6. Insurance	_____	_____	_____
7. Performance Bond	_____	_____	_____
8. Other Services	_____	_____	_____
9. Office Supplies	_____	_____	_____
10. Marketing Services/ Supplies/Printing	_____	_____	_____
11. Other Materials and Supplies	_____	_____	_____
12. Other Expenses (Please Specify)	_____	_____	_____
One Time Start-up Expenses (from page IV-14)	_____	_____	_____
Management Fee and Profit (____%)	_____	_____	_____
SUBTOTAL (Fixed)	\$ _____	\$ _____	\$ _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- BASE SERVICE

	July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
Estimated Annual Service Hours	31,520	31,520	31,520

VARIABLE COSTS:

1a. Drivers' Wages	\$ _____	\$ _____	\$ _____
1b. Drivers' Benefits	_____	_____	_____
2a. Maintenance Wages	_____	_____	_____
2b. Maintenance Benefits	_____	_____	_____
3. Contract Maintenance Fees	_____	_____	_____
4. Vehicle Equipment and Parts	_____	_____	_____
5. Fuel & Lubricants	_____	_____	_____
6. Recruitment and Training Expenses	_____	_____	_____
7. Physicals	_____	_____	_____
8. Uniforms	_____	_____	_____
9. Other Services (Specify)	_____	_____	_____
10. Other Materials and Supplies (Specify)	_____	_____	_____
11. Other Expenses (Specify)	_____	_____	_____
	_____	_____	_____
SUBTOTAL (Variable)	\$ _____	\$ _____	\$ _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- START-UP COSTS (Contract Award/June 1994
through September 1, 1994) Base Service

For the Firm of: _____

FIXED COSTS:

1a. Management Wages \$ _____
1b. Management Benefits _____
2a. Dispatcher/
Clerical Wages _____
2b. Dispatcher/
Clerical Benefits _____
3. Facility _____
4. Utilities _____
5. Vehicle Leasing
or Amortization _____
6. Other Equipment _____
7. Insurance _____
8. Performance Bond _____
9. Other Services _____
10. Office Supplies _____
11. Marketing Services/
Supplies/Printing _____
Management Fee and
Profit _____

VARIABLE COSTS:

1a. Drivers Wages \$ _____
1b. Drivers
Benefits _____
2a. Maintenance
Wages _____
2b. Maintenance
Benefits _____
3. Contract Maintenance
Fees _____
4. Vehicles Equipment
& Parts _____
5. Fuel &
Lubricants _____
6. Recruitment &
Training _____
7. Physicals _____
8. Uniforms _____
9. Other Services
(specify) _____
10. Other Materials and
Supplies _____
11. Other Expenses
(specify) _____

SUBTOTAL (Start-Up) \$ _____

\$ _____

BUDGET PROPOSAL SUMMARY (INCLUDES START-UP) Base Service

For the Firm of: _____

July 1, 1996-
June 30, 1997

July 1, 1997-
June 30, 1998

July 1, 1998-
June 30, 1999

BASE SERVICE:

Fixed Cost \$ _____ \$ _____ \$ _____

Variable Cost \$ _____ \$ _____ \$ _____

Total Cost \$ _____ \$ _____ \$ _____

Please indicate:

a. Monthly Fee (1/12th of Fixed Costs)

\$ _____ \$ _____ \$ _____

b. Hourly Rate

\$ _____ \$ _____ \$ _____

c. Hourly Rate for Additional Services

(See Section 10 of Transit Services Agreement)

\$ _____ \$ _____ \$ _____

Please refer to draft Transit Services Agreement for definitions, descriptions, and applicability of these costs.

CERTIFICATION:

This Budget Proposal, including all Options and other attached Proposal materials, represents an offer to do work as described in this Proposal. It is understood this offer shall remain valid until July 1, 1996, and the amount of the bid shall remain valid through the term of the Agreement.

Signature: _____

(Authorized Person with Legal Authority to Bind Proposer)

Signer's Name and Title: _____

Date Signed: _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- Alternative I Vehicle Maintenance

For the Firm of: _____

	July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
Estimated Annual Service Hours	31,520	31,520	31,520

FIXED COSTS:

1a. Management Wages	\$ _____	\$ _____	\$ _____
1b. Management Benefits	_____	_____	_____
2a. Dispatcher/ Clerical Wages	_____	_____	_____
2b. Dispatcher/ Clerical Benefits	_____	_____	_____
3. Facility	_____	_____	_____
4. Utilities	_____	_____	_____
5. Vehicle Leasing or Amortization	_____	_____	_____
6. Other Equipment	_____	_____	_____
7. Insurance	_____	_____	_____
8. Performance Bond	_____	_____	_____
9. Other Services	_____	_____	_____
10. Office Supplies	_____	_____	_____
11. Marketing Services/ Supplies/Printing	_____	_____	_____
12. Other Materials and Supplies	_____	_____	_____
13. Other Expenses (Please Specify)	_____	_____	_____
One Time Start-up Expenses (from page IV-18)	_____	_____	_____
Management Fee and Profit (____%)	_____	_____	_____
SUBTOTAL (Fixed)	\$ _____	\$ _____	\$ _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- Alternative I Vehicle Maintenance

	July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
Estimated Annual Service Hours	31,520	31,520	31,520

VARIABLE COSTS:

1a. Drivers' Wages	\$ _____	\$ _____	\$ _____
1b. Drivers' Benefits	_____	_____	_____
2a. Maintenance Wages	_____	_____	_____
2b. Maintenance Benefits	_____	_____	_____
3. Contract Maintenance Fees	_____	_____	_____
4. Vehicle Equipment and Parts	_____	_____	_____
5. Fuel & Lubricants	_____	_____	_____
6. Recruitment and Training Expenses	_____	_____	_____
7. Physicals	_____	_____	_____
8. Uniforms	_____	_____	_____
9. Other Services (Specify)	_____	_____	_____
10. Other Materials and Supplies (Specify)	_____	_____	_____
11. Other Expenses (Specify)	_____	_____	_____
	_____	_____	_____
SUBTOTAL (Variable)	\$ _____	\$ _____	\$ _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- START-UP COSTS (Contract Award/June 1994
through September 1, 1994) Alternative I
Vehicle Maintenance

For the Firm of: _____

<u>FIXED COSTS:</u>		<u>VARIABLE COSTS:</u>	
1a. Management Wages	\$ _____	1a. Drivers Wages	\$ _____
1b. Management Benefits	_____	1b. Drivers Benefit	_____
2a. Dispatcher/ Clerical Wages	_____	2a. Maintenance Wages	_____
2b. Dispatcher/ Clerical Benefits	_____	2b. Maintenance Benefits	_____
3. Facility	_____	3. Contract Maintenance Fees	_____
4. Utilities	_____	4. Vehicles Equipment & Parts	_____
5. Vehicle Leasing or Amortization	_____	5. Fuel & Lubricants	_____
6. Other Equipment	_____	6. Recruitment & Training	_____
7. Insurance	_____	7. Physicals	_____
8. Performance Bond	_____	8. Uniforms	_____
9. Other Services	_____	9. Other Services (specify)	_____
10. Office Supplies	_____	10. Other Materials and Supplies	_____
11. Marketing Services/ Supplies/Printing	_____	11. Other Expenses (specify)	_____
12. Other Materials and Supplies	_____		_____
13. Other Expenses (Please Specify)	_____		_____
Management Fee and Profit	_____		_____
SUBTOTAL (Start-Up)	\$ _____		\$ _____

BUDGET PROPOSAL SUMMARY (INCLUDES START-UP) Alternative I
Vehicle Maintenance

For the Firm of: _____

July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
--------------------------------	--------------------------------	--------------------------------

BASE SERVICE:

Fixed Cost	\$ _____	\$ _____	\$ _____
------------	----------	----------	----------

Variable Cost	\$ _____	\$ _____	\$ _____
---------------	----------	----------	----------

Total Cost	\$ _____	\$ _____	\$ _____
------------	----------	----------	----------

Please indicate:

a. Monthly Fee (1/12th of Fixed Costs)

\$ _____	\$ _____	\$ _____
----------	----------	----------

b. Hourly Rate

\$ _____	\$ _____	\$ _____
----------	----------	----------

c. Hourly Rate for Additional Services

(See Section 10 of Transit Services Agreement)

\$ _____	\$ _____	\$ _____
----------	----------	----------

Please refer to draft Transit Services Agreement for definitions, descriptions, and applicability of these costs.

CERTIFICATION:

This Budget Proposal, including all Options and other attached Proposal materials, represents an offer to do work as described in this Proposal. It is understood this offer shall remain valid until July 30, 1994, and the amount of the bid shall remain valid through the term of the Agreement.

Signature: _____

(Authorized Person with Legal Authority to Bind Proposer)

Signer's Name and Title: _____

Date Signed: _____

City of Lodi Fixed Route and Dial-A-Ride Transportation Services

BUDGET PROPOSAL -- ALTERNATIVES II, III, IV, V, & VI

of: _____ For _____ the _____ Firm

	July 1, 1996- June 30, 1997	July 1, 1997- June 30, 1998	July 1, 1998- June 30, 1999
Estimated Annual Service Hours	31,520	31,520	31,520

COSTS:

ALTERNATIVE II- SECURED STORAGE	_____	_____	_____
ALTERNATIVE III- RADIO MAINTENANCE	_____	_____	_____
ALTERNATIVE IV- INSURANCE	_____	_____	_____
ALTERNATIVE V- ADMINISTRATIVE & DISPATCH FACILITY	_____	_____	_____
ALTERNATIVE VI- MAINTENANCE OF SHELTERS AND BENCHES	_____	_____	_____
OTHER EXPENSES (Please Specify)	_____	_____	_____
One Time Start-up Expenses	_____	_____	_____
Management Fee and Profit (____%)	_____	_____	_____
TOTAL	\$ _____	\$ _____	\$ _____

D) STATEMENT OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

(Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principals of that firm, as stated herein. If proposer or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST (Owner, partner, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheets if necessary, by staple.

Signature of Authorized Official: _____

Name

Title

Street Address

City, State and Zip Code

Sign here: _____

Date

E) Designated Subcontractors

DESIGNATED SUBCONTRACTOR	PORTION OF WORK	SUBCONTRACTOR NAME AND ADDRESS

F) PROPOSAL CHECKLIST

_____ One signed original of Proposal

_____ Five copies of Proposal

Required Proposal Forms

_____ IV. A. Proposal Questionnaire #

_____ IV. B. Proposed Staffing

_____ IV. C. Budget Proposals *

_____ IV. D. Statement of Principals

_____ IV. E. Designated Contractors

_____ Signed Coversheet for Proposal Addendum # 1

* Indicate Which Budget Sheets are Enclosed for Options:

	<u>Fixed Costs</u>	<u>Variable Costs</u>	<u>Start-up</u>
Base Proposal	_____	_____	_____
Alternative I	_____	_____	_____
Alternative II	_____	_____	_____
Alternative III	_____	_____	_____
Alternative IV	_____	_____	_____
Alternative V	_____	_____	_____
Alternative VI	_____	_____	_____

Attachments and Enclosures to Proposal Questionnaire:

- _____ Experience in operating public transit fixed route and dial-a-ride systems
- _____ Organizational chart
- _____ Description of fringe benefit program
- _____ Name and qualifications of Site Supervisor and Lead Mechanic
- _____ Certification of Drug-Free Workplace
- _____ Substance abuse and employee counseling program
- _____ At least 4 recent CHP inspection reports
- _____ Income Statement and Balance Sheet for 3 most recent fiscal year
- _____ Driver "squawk sheet"/inspection report
- _____ Documents to be used in PMI program
- _____ Sample MIS monthly Report
- _____ Start-up Plan, schedule, and detailed costs
- _____ Organizational resources and services to be provided by firm at no additional charge
- _____ Operating/Dispatching Procedures
- _____ Fare Reconciliation Procedures
- _____ FTA required certifications
- _____
- _____

FEDERAL TRANSIT ADMINISTRATION
REQUIRED CERTIFICATIONS AND CONTRACT PROVISIONS

CONTRACT PROVISIONS

All Contracts and Purchase Orders

Title VI Civil Rights Act of 1964

During the performance of the contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

The Contractor shall comply with the Regulations relative to nondiscrimination in the Federally assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations) which are herein incorporated by reference and made part of the contract.

Disadvantaged Business Enterprises - DBE

It is the policy of the City of Lodi and the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

Non-Collusion Affidavit

By submitting a proposal, the submitter represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest of or behalf of any person not therein named, and that the submitter has not directly or indirectly, induced or solicited and any other person, firm or corporation to refrain from submitting a proposal, and that the submitter has not in any manner sought by collusion to secure to the submitter an advantage over any other submitter.

If, at any time, it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any proposal or proposals, colluded with any other party or parties, then the contract so awarded shall be null and void and the contractor shall be liable to LODI for all loss or damage which LODI may suffer thereby. The City Council may advertise for a new contract for said labor, supplies, materials or equipment.

CONTRACT TERMINATION

TERMINATION FOR CONVENIENCE

The buyer may terminate the contract, in whole or in part at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs and profit in work performed up to the time of termination. The Contractor shall promptly submit its termination to be paid the Contractor. If the Contractor has any property in its possession belonging to the buyer, the Contractor will account of the same and dispose of it in the manner the Buyer directs.

TERMINATION FOR DEFAULT

If the Contractor does not perform in accordance with the contract delivery schedule, or, if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Buyer may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, and for services performed in accordance with the manner of performance set forth in the contract.

If the Buyer later determines that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of, or are beyond the control of the Contractor, the Buyer, after setting up new delivery or performance schedules, may allow the Contractor to continue to work, or treat the termination as a Termination for Convenience.

In the event the Buyer exercises its right of termination for default, and assesses liquidated damages, the Contractor shall be liable to the Buyer for excess costs and, in addition, for liquidated damages, in the amount as fixed, agreed and liquidated damages for each calendar day of delay, until such time as the Buyer may reasonably obtain delivery or performance of similar items or services.

If the contract is not so terminated, the Contractor shall continue performance and be liable to the Buyer for such liquidated damages for each calendar day of delay until the delivery of services performed.

The Contractor shall not be responsible for liquidated damages resulting from delays such as Acts of God, Strikes, Fires, Flood and events which are beyond the control of the Contractor.

Conflict of Interest

No employee, officer, or agent of LODI shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for award: (a) a LODI employee, officer or agent; (b) any member of his/her immediate family; (c) his/her partner; or (d) an organization which employs, or is about to employ any of the foregoing, parties. LODI's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary, value from contractors, potential contractors, or parties of subagreements.

Audit of Records

Contractor agrees to permit the LODI, the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of Contractor with regard to the Project. Further, Contractor agrees to maintain all, required records for at least three years after LODI makes final payment under the Contract and all other matters are closed.

Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.).

Interests of Members of or Delegates to Congress

No member of or delegate to the Congress of the United State shall be admitted to any share or part of this Project or to an benefit therefrom.

Cargo Preference

46 USC 1241 (b)(i) and 46 CFR Part 381 impose cargo preference requirements on the shipment of foreign made goods, requirements therein apply to this contract.

The above contract provisions are required to be certified to by all contractors involved in any type of contract with the City of Lodi Transit System.

Please sign and return one copy of the provisions to the City of Lodi.

Company Name _____
Signed _____
Title _____
Date _____

**DRUG-FREE WORKPLACE ACT CERTIFICATION
FOR A PUBLIC OR PRIVATE ENTITY**

Company Name _____

1. The Contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug free workplace. The above named contractor will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about--
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Applicant's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the grant, contract, or cooperative agreement be given a copy of the statement required by paragraph a;
 - d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant or cooperative agreement, the employee will--
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph d.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.2), with respect to any employee who is so convicted--

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a, b, c, d, e, and f.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to bind the contractor or grant recipient to the above described certification, executed on the date and in the county below, is made under penalty of perjury under the laws of California

Officials Name _____ Date _____
Executed in the county of _____
Contractor Name _____
Title _____ Fed Id# _____

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ that:

1. No Federal appropriated funds have been paid, or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall compete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Officials Name _____ Date _____
Executed in the county of _____
Contractor Name _____
Title _____ Fed Id# _____

CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSIONS

The lower tier participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier participant [potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract] is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal).

THE LOWER TIER PARTICIPANT ((potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. pp 3801 ET. SEQ. APPLICABLE THERETO.

Name _____
Title _____
Company _____
Date _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Primary Participant, (applicant for an FTA grant or cooperative agreement, or potential third party contractor for a major third party contract) _____, certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause of default.

THE PRIMARY PARTICIPANT, (applicant for an FTA grant or cooperative agreement, or potential third party contractor for a major third party contract) _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE
CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS
CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C.
pp 3801 ET. SEQ. APPLICABLE THERETO.

Name _____
Title _____
Company _____
Date _____

Section V:
TRANSIT SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 1996, by and between the City of Lodi, hereinafter referred to as "LODI" and _____., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CONTRACTOR has the management and technical personnel, expertise, and other assets useful for the support of LODI's transportation project; and

WHEREAS, CONTRACTOR is desirous of providing such services; and

WHEREAS, LODI is desirous of obtaining such services for said project; and

NOW THEREFORE, in consideration of the foregoing recital and covenants and agreements of each of the parties, the parties do agree as follows:

1. Purpose:

LODI hereby contracts with CONTRACTOR to provide transportation management operations and vehicle services upon the terms and conditions hereinafter set forth.

2. Scope of Work:

CONTRACTOR will provide the services to be rendered as set forth in the RFP and the Proposal made by the CONTRACTOR and any modifications thereto negotiated by the parties attached hereto and by reference incorporated herein and made a part hereof as set forth in Exhibit 1 (Scope of Work).

3. Time Period:

The term of this Agreement shall be from _____ to June 30, 1999, inclusive. CONTRACTOR shall commence start-up for transit service operations of LODI's Fixed Route and Dial-A-Ride transportation project no later than _____ 1996, and commence revenue passenger service not later than _____ 1996, and shall continue operation through June 30, 1999, within the budget defined under the heading "Maximum Obligation." Upon agreement by LODI and the CONTRACTOR, this Agreement may be extended for up to three one-year periods.

4. Maximum Obligation:

a. For the period _____, 1996 to June 30, 1999, LODI agrees to pay CONTRACTOR in consideration for its services as described herein. The maximum cost to be paid by LODI to CONTRACTOR shall not exceed \$_____ during the _____, 1996 to June 30, 1997 period, \$_____ during the July 1, 1997 to June 30, 1998 period (hereafter FY 1997-1998), \$_____ during the July 1, 1998 to June 30, 1999 period (hereafter FY 1998-1999).

b. These maximum amounts are based on the assumption that CONTRACTOR will provide the 31,520 vehicle service hours during each budget period:

A Vehicle Service Hour is defined as that time during which a revenue vehicle is available to carry passengers and which includes only those times between the time of the first passenger pick-up and the last passenger drop-off during a period of the vehicle's continuous availability. A vehicle is in revenue service despite a no-show or cancellation, if the vehicle remains available for passenger use. Vehicle service hours include those times during which a vehicle has dropped off a passenger and is traveling to pick up another passenger, but not those times when the vehicle is unavailable for service due to a lunch or other break. Vehicle service hours exclude times of "deadhead" travel to the first pick-up and from the last drop-off back to the CONTRACTOR's office or terminal,

c. In the event CONTRACTOR does not complete the number of Vehicle Service Hours for each budget period as defined in Section

4 of this Agreement, then the Maximum Obligation defined in Section 4 (a) shall be reduced for each and every Vehicle Service Hour not provided by CONTRACTOR. The amount of reduction per Vehicle Service Hour is as follows:

_____ to June 30, 1997:	\$ _____
July 1, 1997 to June 30, 1998:	\$ _____
July 1, 1998 to June 30, 1999:	\$ _____

In no event will LODI be required to pay CONTRACTOR more than the adjusted Maximum Obligation (excluding Extra Service and Change Orders) during any budget period without the prior written approval of LODI.

5. Price Formula:

LODI agrees to pay CONTRACTOR for performance of the base services set forth in this Agreement as follows, but in no event shall the total payments exceed the amounts set forth in Section 4 above:

a. Payment of a fixed hourly rate, per vehicle service hour, of \$_____ in 1996-97, \$_____ in 1997-98, and \$_____ in 1998-99. The hourly rate shall compensate CONTRACTOR for vehicle operator's and maintenance employees wages, fringe benefits and indirect labor costs, contract maintenance fees, uniforms, physical's, fuel, tires, maintenance parts, lubricants, vehicle preventative, minor, and major maintenance. CONTRACTOR agrees to charge LODI for actual labor costs incurred, not to exceed the maximum hourly wages for each employee classification, as set forth in the RFP by this reference incorporated in and made a part of this Agreement.

b. Payment of a fixed monthly rate, per service month, of \$_____ in 1996-97, \$_____ in 1997-98, and \$_____ in 1998-99. This monthly rate shall compensate CONTRACTOR for the following: vehicle operator's non-service wages; management's, and dispatcher's wages; said employees' fringe benefits and indirect labor costs; facility cost; report reproduction; dispatch office supplies; radio maintenance, vehicle and other required insurance, all required maintenance equipment, project telephones, radio base station and mobile units vehicles leases as necessary, recruiting supplies, office supplies, marketing, tickets, passes, brochures, one time start up expenses, fee, and all other related operational

costs necessary to complete the project as specified and set forth in the RFP and by this reference incorporated in and made a part of this Agreement.

c. CONTRACTOR and LODI acknowledge that the sums due CONTRACTOR under above paragraphs 5 (a) and 5 (b) are determined on the basis of the projected costs of labor (direct and indirect) and the services, supplies, equipment, and facilities set forth in paragraph 5 (b). The parties hereby agree that the sums due and billed to LODI under each of said above paragraphs shall be subject to adjustment on the following basis:

(1) At the close of each calendar quarter during which this Agreement was in effect, the LODI shall determine, based on data provided to it by CONTRACTOR, the actual cost of providing the maintenance and operations services pursuant to this Agreement. When such actual cost of providing services is determined to have been lower than the projected cost, the sums due and payable for vehicle service hours and the monthly fee shall be adjusted downward to the actual cost figure. In the event that the actual documented costs to CONTRACTOR exceed the budgeted amount in any quarter following a quarter in which a downward adjustment was made and a refund paid to LODI, LODI agrees to reimburse CONTRACTOR for actual documented costs in an amount not to exceed the downward adjustment refunded to LODI for the preceding quarters.

(2) In order to permit LODI to determine the necessity of an adjustment pursuant to paragraph 5 (c)(1), CONTRACTOR shall make the information set forth in paragraph 7 (c) available to LODI within sixty (60) days of the close of each of the first three calendar quarters and within ninety (90) days of the fourth contract quarter. In the event that a downward adjustment is required, CONTRACTOR shall make refund to LODI within thirty (30) days of notice to CONTRACTOR by LODI that a refund is owing. If such refund is not made within the allowed time, LODI will deduct the amount from the CONTRACTOR's next payment.

CONTRACTOR shall submit to LODI, on a monthly basis, a statement of expenses incurred during the month for which CONTRACTOR is billing LODI. Said statement of expenses shall be detailed by account categories acceptable utilized by CONTRACTORS system of

accounts. Reporting categories in CONTRACTOR's system of accounts shall conform to the Uniform System of Accounts.

c. In addition to the charges described in 5. b above, LODI shall pay CONTRACTOR on a monthly basis any and all sums due as a result of negotiated Change Orders and/or Extra Services provided. These Change Orders and Extra Services shall be excluded from the "Maximum Obligation" limitation described in Section 4 of this Agreement.

d. LODI agrees to provide the following to CONTRACTOR at no cost to the CONTRACTOR: 17 vehicles as described in separate document, "LODI Transit Fleet Inventory"; all fuel used in the performance of this Agreement; system planning; system marketing; vehicle liability, comprehensive, collision and property damage insurance; vehicle and radio maintenance; dispatch and administrative facilities, vehicle garaging, and fareboxes in the vehicles. NOTE: This paragraph may change depending upon the agreed upon scope of work.

6. Invoices:

CONTRACTOR shall submit invoices to LODI as follows:

a. Hourly costs shall be directly traceable by dispatcher and/or driver trip sheets and employee time sheets, said invoices shall specify the dates of service and designate by driver and vehicle number the number of revenue service hours claimed; copies of which will be submitted to the LODI monthly with each invoice to LODI.

b. Fixed monthly rate as defined in 5(b) shall be added to the monthly invoice, in addition to the hourly cost described in 5(a).

c. Charges for extra services as authorized by this Agreement shall be billed monthly with charges directly traceable to trip sheets, receipts, bills, etc., copies of which shall be attached to the invoice. Each such statement shall contain a certification that all amounts billed are in accordance with this Agreement.

7. Record keeping and Reporting:

a. A complete and separate documentation, accounts and/or records shall show details of transactions pertaining to the management, maintenance and operation of LODI's system under the terms of this Agreement as set forth in the RFP. System transactions shall not be co-mingled with other CONTRACTOR operations, if any. CONTRACTOR's records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to LODI's system are in fact due to operations pursuant to this Agreement.

b. All costs charged to this agreement must be demonstrated to have been expended for operations pursuant to this agreement to be reimbursable under the terms of this Agreement.

c. CONTRACTOR shall submit the following reports to LODI on a monthly basis:

- (1) Labor Cost Report - Summarizing the total amount of labor and fringe benefits charged to LODI;
- (2) Expense Report - Listing in detail all materials charged to LODI;
- (3) Labor Distribution Report - A detailed listing of all labor attributable to LODI transit systems by type.

d. Nonfinancial records shall be maintained and reported in accordance with Paragraphs 16 through 18 of this Agreement.

8. Payment:

All payments by LODI shall be made in arrears, after the service has been provided. Payment shall be made by LODI no more than forty-five (45) days from LODI's receipt of an invoice. If LODI disputes any item on an invoice for a reasonable cause, LODI may deduct that disputed item from payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONTRACTOR within forty-five (45) working days of the receipt of the invoice by LODI. If CONTRACTOR disagrees with the deductions made by LODI, such disputes shall be resolved under the provisions of Paragraph 25 of this Agreement. LODI shall assign a sequential reference number

to each deletion. Payments shall be by voucher or check payable to and mailed first-class to:

CONTRACTOR:

9. Operating Revenues:

All operating revenues collected by CONTRACTOR are the property of LODI. Operating revenues include but are not limited to, all fares, extra services, sales of tickets and passes, advertising sales, and rental of equipment. They shall be counted and deposited daily and kept separate under appropriate security. Reports on the revenues collected and deposited shall be provided to LODI.

CONTRACTOR shall provide LODI with a written description of CONTRACTOR's procedures regarding the collection, counting and controlling of fare revenues. These procedures are subject to LODI's approval. As a part of the fare collection procedures CONTRACTOR shall provide a revenue report by each dial-a-ride vehicle along with all the reports set forth in the RFP.

10. Extra Services:

Such additional service hours above those contained in the Scope of Work, up to 1,500 additional hours, extra and promotional services, will be provided by CONTRACTOR upon prior written authorization by LODI's authorized representative at the hourly rate of \$ _____. Promotional services include but are not limited to participation in parades, community events, fairs and other such activities identified by LODI. Extra services requiring the CONTRACTOR to provide an additional vehicle or vehicles will be provided by the CONTRACTOR upon prior written authorization of LODI's authorized representative at the hourly rate of \$ _____. All extra services shall be provided in addition to Basic Services as defined in Exhibit 1 (Scope of Work), and costs shall be treated as a change to this Contract as defined

below under Paragraph 18, "Changes," and shall be in excess of the maximum price defined as "Maximum Obligation" in Paragraph 4 of this Agreement.

11. Performance Monitoring Program:

The CONTRACTOR's performance shall be reviewed and, where appropriate, penalties shall be assessed with each invoice based on the Performance Monitoring Program contained in Exhibit 1 (Scope of Work). The decision of LODI is final with respect to any assessment of penalties. Such penalties apply only to those periods of time when assessments are made. LODI and CONTRACTOR agree that the Performance Monitoring Program shall not be in effect during the first three (3) months of the system's operation.

Both parties agree the assessment of penalties relative to the Performance Monitoring Program shall not lessen LODI's right to declare a material breach of his Agreement, particularly if the CONTRACTOR is assessed penalties for repeated failure to comply with the operating requirements and standards of this Agreement.

12. Control:

a. The parties intend that the CONTRACTOR, in performing the services specified hereunder, shall act as an independent CONTRACTOR and shall have full control of the work and the manner in which it is performed. The CONTRACTOR is not to be considered an agent or employee of LODI and the CONTRACTOR's employees are not entitled to participate in any compensation program, pension plan, insurance, bonus or similar benefits LODI may provide its own employees.

b. All services to be rendered by CONTRACTOR under this Agreement shall be subject to the review, monitoring and evaluation of LODI to ensure performance of the activities described in the Scope of Work, as set forth in attached Exhibit 1 (Scope of Work). CONTRACTOR shall advise LODI of matters of importance and make recommendations when appropriate; however, final authority regarding actions which would modify or change the Scope of Work shall rest with LODI.

c. LODI shall not directly discipline or terminate CONTRACTOR employees. LODI may advise CONTRACTOR of any employee's inadequate performance which has a negative impact on the services being provided, and CONTRACTOR shall take prompt action to remedy the situation. In extreme cases, LODI may demand, in writing, removal of a CONTRACTOR employee, and CONTRACTOR shall effect removal immediately.

13. Management:

During the term of this Agreement, CONTRACTOR shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms of this Agreement.

14. Audit:

CONTRACTOR shall permit the authorized representatives of LODI, the California State Controller's Office, the San Joaquin County Council of Governments, and other funding agencies as may become relevant to inspect and audit all data and records of the CONTRACTOR relating to performance under this Agreement.

15. Transportation Data Reporting:

CONTRACTOR shall report transportation data to LODI in accordance with the California Public Utilities Code, Section 99243, and report and maintain records in accordance with Title 21 of the California Code of Regulations. At such time as may be required by the receipt of federal funding, reporting shall also be in accordance with the Uniform Accounting and Reporting Elements as required under Section 15 of the Urban Mass Transportation Act of 1964 as amended.

16. Information and Documents:

All information, data, reports, records, maps, survey results as existing, available, and necessary for carrying out the work as

outlined in Exhibit 1 (Scope of Work), shall be furnished to CONTRACTOR without charge by LODI, and LODI shall cooperate in every way possible in the carrying out of the work without undue delay.

17. Retention of Records:

CONTRACTOR and LODI agree to retain all documents relevant to this agreement for four years from the termination of the contract or until all Federal/State audits are complete for such fiscal year, whichever is later. Upon request, CONTRACTOR shall make available these records to LODI, State, or Federal government's personnel.

18. Changes:

In the event LODI orders changes in Basic Services or wishes to provide Extra or other Services, LODI shall promptly notify CONTRACTOR in writing by change order of all changes. Compensation in excess of the "Maximum Obligation" (Paragraph 4) shall be allowed for "Extra Services" as defined in Paragraph 10.

Any changes in Basic Services shall be subject to subsequent negotiation. Compensation for changes or Extra Services shall be in addition to the "Maximum Obligation," except to the extent that the Change deletes or diminishes the prior service obligations by CONTRACTOR.

19. Renewal:

This Agreement shall be remained in effect through June 30, 1999 based on this proposal and bid, unless otherwise modified or terminated. This Agreement may be extended for up to three additional one-year periods) upon mutual agreement of both parties. The parties shall meet prior to two (2) months before the expiration date of this Agreement to develop a budget for the subsequent period. LODI, however, retains the right to solicit competitive proposals not later than during the 1998-99 fiscal year period for a new contract starting July 1, 1999.

20. Assignment or Subcontracting:

The CONTRACTOR shall not assign, sublet, transfer or subcontract any interest in this Agreement without the prior written consent of LODI.

21. Liaison:

CONTRACTOR shall assist and cooperate with LODI in meeting the objectives of providing quality public transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with LODI Transportation Manager and other LODI departments.

22. Advertising:

No advertising of any type other than transit-related material shall appear either on the interior or the exterior of any vehicle placed in LODI transit service, unless specifically approved by LODI.

23. Medical Assistance to Passengers:

CONTRACTOR's employees shall not be required to perform any medical or quasi-medical functions for passengers. In the event of illness on board a vehicle, the driver shall advise the dispatcher by radio and may proceed immediately to a medical facility for help.

24. Communications:

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, and postage prepaid to the persons named below:

If to CONTRACTOR:

If to LODI: Jerry L. Glenn
 Assistant City Manager
 City of Lodi
 P.O. Box 3006
 221 West Pine Street
 Lodi, California 95241-1910

25. Disputes:

Except as otherwise provided in this contract, any dispute concerning or relating to the provisions of this contract which is not resolved through mutual agreement shall be decided by LODI's Transportation Manager, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR. The decision of LODI's Transportation Manager shall be final and the matter closed, unless within thirty (30) days from the receipt of such copy, the CONTRACTOR mails or otherwise furnishes to LODI a written appeal. Such written appeal shall be heard by the LODI City Manager. The decision of LODI's City Manager for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the decision of LODI's Transportation Manager.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

26. Stop Work:

LODI may stop work on the transportation system upon forty-eight (48) hours written notice to CONTRACTOR. LODI shall be

liable for all relevant costs defined under Paragraphs 4 through 6 incurred prior to the stop-work period and for restart, if any.

27. Termination:

If LODI's source(s) of funding ceases, LODI will have the right to terminate this agreement. Any intention by CONTRACTOR not to renew Contract at the normal anniversary is to be submitted in writing 120 days prior to said anniversary. In the event of such termination, LODI shall pay CONTRACTOR for services rendered to that date.

28. Right to Adequate Assurance of Performance:

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct of a party with respect to other Agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

29. Failure to Perform:

It is agreed by both parties that strict adherence to the levels and schedules of operation defined in Exhibit 1 (Scope of Work) is of primary importance.

LODI recognizes that the operation of a public transit service is subject to circumstances and variables beyond the control of CONTRACTOR. However, a properly run service will take steps to reasonably deal with such circumstances without compromising the safety or reliability of the service.

LODI and CONTRACTOR will monitor service performance to assure that strict adherence of routes and schedules are being maintained. If performance is found to be substandard, LODI may request in writing adequate assurance of performance as defined under Paragraph 28 of this Agreement.

CONTRACTOR understands that continual substandard performance such as ,but not limited to, service runs departing ahead of schedule, missed service runs, service runs departing scheduled stops fifteen minutes or more after the scheduled time, excess wait time, late pickup or delivery of passengers, frequent accidents and safety violations, frequent vehicle failure, and frequent public complaints regarding driver or dispatcher behavior are grounds for termination of this Agreement.

30. Damages and Misuse of Equipment, Tools, Facilities:

It is understood that excessive damages to and misuse of any equipment (including vehicles), tools and/or facilities by CONTRACTOR are grounds for termination of this Agreement. CONTRACTOR shall not operate any LODI-owned vehicles on roads designated by LODI as unsuitable for such use.

31. Shortage and Delays:

In the event that LODI fails to provide or delays providing items as herein provided, in the number and size required, then CONTRACTOR shall not be responsible for any delays or resulting decline in the quality of service.

CONTRACTOR shall not be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of CONTRACTOR. Such events may include, but are not restricted to the following: . . . Acts of God; fire, epidemics, earthquake, flood, or other natural disaster; acts of the government or public; riots, strikes or other labor disputes, war, civil disorder or fuel shortages. However, CONTRACTOR shall not receive payment for the vehicle service hour rate for vehicle service hours that are not provided, and shall only be paid the mutually agreed direct and indirect monthly fixed price expenditures during the period of time that service is not provided in the usual manner. CONTRACTOR also grants LODI the

right to provide these services through other means on a temporary basis should CONTRACTOR be unable to perform said services.

32. Emergency Procedures:

In the event of a major emergency such as an earthquake, flood, or man-made catastrophe, CONTRACTOR shall make transportation and communication resources available to the degree possible for emergency assistance. If the normal line of direct authority from LODI is intact, CONTRACTOR shall follow instruction of LODI. If the normal line of direct authority is broken, and for the period it is broken, CONTRACTOR shall make the best use of transportation resources following to the degree possible the direction of an organization such as the Transportation Manager, police, Red Cross, or National Guard, which appears to have assumed responsibility. Emergency uses of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CONTRACTOR shall be reimbursed in accordance with the normal "Price Formula" (Paragraph 5) and "Payment" (Paragraph 8) or, if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable, and prompt reimbursement of CONTRACTOR's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" (Paragraph 4) of this Agreement. Immediately when the emergency condition ceases, CONTRACTOR shall reinstate normal transportation services.

33. Workers' Compensation:

CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

CONTRACTOR shall provide Workers' Compensation and employer's liability insurance to cover its employees and CONTRACTOR shall require all SUBCONTRACTORS similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the SUBCONTRACTOR's employees. All

Workers' Compensation policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to LODI by certified mail."

34. General Insurance:

Throughout the term of this Agreement, CONTRACTOR shall procure and maintain a comprehensive general liability policy(ies) providing five million dollars (\$5,000,000.00) combined single limit bodily injury and property damage coverage. Said policy(ies) shall include coverage for premises, personal injury, blanket contractual, garage and garage keepers liability, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 35 of this Agreement entitled "Vehicle Insurance". CONTRACTOR shall name LODI as additional insured on said policies and shall provide evidence of such insurance. Such policy or policies shall provide that they may not be canceled without at least thirty (30) days written notice to LODI.

35. Vehicle Insurance: (Assuming Lodi carries the insurance)

LODI shall provide CONTRACTOR with vehicle liability insurance in the amount of ten million dollars (\$10,000,000.00) combined single limit bodily injury and property damage coverage. Coverage will also include uninsured motorist and medical payments. Any deductible will be the responsibility of LODI. LODI shall name CONTRACTOR as an additional insured and shall furnish CONTRACTOR evidence of such insurance. Such policy or policies shall provide that they shall not be canceled without at least thirty (30) days written notice to CONTRACTOR. LODI will provide the physical damage (collision and comprehensive) insurance for vehicles provided to CONTRACTOR.

36. Endorsements:

a. All policies obtained by CONTRACTOR shall be endorsed with the following specific language:

1. The City of Lodi is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for bodily injuries, deaths, or property damage or destruction arising in any respect, directly or indirectly in the performance of the contract.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

3. The insurance provided herein is primary, and no insurance held or owned by the City of Lodi shall be called upon to contribute to a loss for services provided by CONTRACTOR as specified in this Agreement.

4. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the City of Lodi by certified mail.

b. Documentation:

The following documentation of insurance shall be submitted by CONTRACTOR to LODI:

1. A Certificate of Insurance for Workers' Compensation Insurance for CONTRACTOR. A copy of the required policy endorsements given in subparagraph (a) shall be attached to each such certificate submitted.

2. Certificates of Insurance showing the limits of insurance, provided pursuant to this Agreement, certified copies of all policies, and signed copies of the specified policy endorsements for each policy.

37. Fidelity Insurance:

During the period of time this Agreement shall be in effect, CONTRACTOR shall cause its staff personnel to be covered under an appropriate insurance policy providing protection from employee

theft up to the amount of ten thousand dollars (\$10,000.00) with respect to any one occurrence by CONTRACTOR's employees.

38. Indemnification and Save Harmless:

This Agreement is entered upon the express condition and material covenant by CONTRACTOR that LODI and its officers, agents, employees and servants, are to be free from any and all liability, loss, and/or expenses arising as a consequence of any acts or omissions by CONTRACTOR pursuant to this Agreement.

CONTRACTOR hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, regulations, and ordinances, it being understood that acceptance of CONTRACTOR's work by LODI, shall not operate as a waiver or release of CONTRACTOR. CONTRACTOR will be responsible for obtaining any and all permits at its expense.

CONTRACTOR shall investigate, indemnify, defend and hold harmless LODI, its officers, employees and agents from any and all claims, demands, losses, or liabilities of any kind or nature whatsoever, whether real or illusory, which LODI, its officers, employees and/or agents may sustain or incur, or which may be imposed upon them or any of them for any acts or omissions arising from CONTRACTOR's actions, performance, attempted performance, or non-performance of this Agreement.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the services and tasks described in this Agreement or its agency under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

39. Nondiscrimination:

a. In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, disability, or national origin. CONTRACTOR shall take affirmative actions to insure that employees are treated during

their employment without regard to their age, race, religion, color, sex, disability, or national origin.

b. CONTRACTOR shall also comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the state and federal government now in existence or hereafter enacted. Further, CONTRACTOR shall also comply with the provisions of Section 1735 of the California Labor Code.

40. Permits to Operate:

At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlements to operate as are now or hereafter required by any agency, specifically including the California Public Utilities Commission, the California Highway Patrol, the Department of Motor Vehicles, and local building/planning departments, to enable CONTRACTOR to perform this agreement, and shall provide copies of all such entitlements to LODI when received by CONTRACTOR.

41. Proprietary Rights:

All inventions, improvements, discoveries, proprietary rights, patents, and copyright made by CONTRACTOR under this Agreement shall be made available to LODI with no royalties, charges, or other costs, but shall be owned by CONTRACTOR. All manuals prepared by CONTRACTOR for use by CONTRACTOR in other locales shall be made available to LODI at no charge but shall be owned by CONTRACTOR and shall not be copied, disclosed, or released by LODI or LODI's representative or participating organization without prior written consent of CONTRACTOR. Reports and manuals prepared by CONTRACTOR under this Agreement for specific use in LODI's transit system shall become the property of LODI. CONTRACTOR, however, shall have the right to print and issue copies of these reports. CONTRACTOR may make presentations and releases relating to the project. Papers, reports and other formal publications shall be approved by LODI prior to release.

42. Independent Contractor:

Neither of the parties hereunder shall be deemed to be the agent, employee, partner, or joint venturer of the other. CONTRACTOR is and should be an independent CONTRACTOR performing services under this Agreement for the consideration herein above set forth.

43. Conflict of Interest:

CONTRACTOR promises that it presently has no interest which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further promises that in the performance of this contract, no person having such an interest shall be employed.

44. Conflict of Transportation Interests:

CONTRACTOR shall not divert any revenues, passengers, or other business from LODI's project or any portion contracted out to other SUBCONTRACTORS to any other transportation operation of CONTRACTOR.

45. Interest of Members of or Delegates to Congress:

No member of or delegate to Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

46. Prohibited Interest:

No Board member, officer, or employee of LODI during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

47. Transfer of Title to Equipment:

Supplies purchased by CONTRACTOR in connection with the performance of this Agreement shall become the property of LODI.

48. Conflicting Use:

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities which are provided by LODI for performing services under this Agreement for any use whatsoever other than provided for in this Agreement.

49. Transition to Future Transit Service Provider:

For up to forty-five (45) days following the effective date of the termination or expiration of this Agreement, CONTRACTOR shall provide to either LODI or any future provider selected by LODI, CONTRACTOR's full cooperation in the transition to the successor provider. This shall include, as a minimum, consultation regarding labor and management issues (including a delineation of wages and benefits by employee category), access to non-confidential personnel files and maintenance records.

CONTRACTOR's telephone equipment shall be made available to the successor provider pending installation of the new provider's equipment. CONTRACTOR shall release the system's telephone numbers and any sequential roll-over number to the new provider. CONTRACTOR shall provide its best professional effort to assure a smooth transition from CONTRACTOR's services to the successor provider's services, and shall cooperate fully with LODI and the successor provider to this end.

50. Headings:

The headings or titles to Sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

51. Merger:

This contract along with the RFP and proposal documents contains all the agreements of the parties hereto and no prior agreements or understandings shall be effective or binding for any purpose.

52. Modification of Agreement:

CONTRACTOR and LODI hereby agree that the terms and conditions of this Agreement may be modified in any particular

only upon mutual consent of the parties as evidenced by a written statement executed by the parties.

53. Attorney's Fees

In any dispute arising out of this agreement that is litigated the prevailing party shall receive full payment plus attorneys fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date written below their signatures.

CITY OF LODI

CONTRACTOR

By: _____
Title

By: _____
Title

Date: _____

Date: _____

Witnessed by:

And by:

Date: _____

Date: _____

Approved as to form:

Attorney

Date: _____